

**SIGNATURE DOCUMENT FOR
HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. 529-16-0004**

I. PURPOSE

The Health and Human Services Commission (“HHSC”), an administrative agency within the executive department of the State of Texas and having its principal office at 4900 N. Lamar, Austin, Texas 78751 and Texas Pregnancy Care Network (“TPCN”), a Texas registered, IRS 501(c)(3) non-profit corporation and having its principal place of business at 1101 South Capital of Texas Highway, Building K, Suite 250, Austin, Texas 78746 (each a “Party” and collectively “the Parties”) enter into the following Contract for Alternatives to Abortion (the “Contract”).

II. LEGAL AUTHORITY

In addition to Article 5 of the Uniform Terms and Conditions 1.5 (“UTC”), the administration of the Contract will be in compliance with the provisions of the following laws and regulations:

- a. Chapter 531, Chapter 2155.144 Texas Government Code, as amended, and any administrative rules adopted thereunder;
- b. 1 T.A.C. Chapter 391;
- c. General Appropriations Act, Senate Bill 1, 79th Legislature, Regular Session, 2005, Section 50 of the Special Provisions Relating to all Health and Human Services Agencies; and
- d. Any other pertinent provisions of federal or state law.

TPCN will be solely responsible for compliance with applicable state and federal laws, regulations and administrative rules as set forth in Section 5.02 of the UTC, Request For Proposal 529-16-0004 (“RFP”), and elsewhere in this Contract.

III. DURATION

The Contract is effective on June 1, 2016 or the signature date of the latter of the Parties to sign this document, whichever occurs first, and terminates on August 31, 2017 unless renewed, extended, or terminated pursuant to the terms and conditions of this Contract. HHSC, in its sole discretion, may extend this Contract for an additional two (2) years and reserves the right to extend the contract for one (1) additional year, or as necessary to complete the mission of the procurement.

IV. CONTRACT ELEMENTS

This Contract between the Parties consists of: this Signature Document; HHSC’s Uniform Contract Terms and Conditions 1.5 (Appendix “A”); Negotiated Modifications (Appendix

“B”); Alternative to Abortion Specific Terms & Conditions (Appendix C); RFP 529-16-0004 and all attachments and addenda as clarified and modified by vendor questions and HHSC’s response thereto (Appendix “D”); TPCN’s Business Proposal (Appendix “E”); TPCN’s Cost Proposal (Appendix “F”); TPCN’s Plan of Operation (Appendix “G”) TPCN’s Budget Pages (Appendix “H”), including all attachments; HHSC Reporting Format (Appendix “I”); and Federal Funding Accountability and Transparency Act (Appendix “J”). This Contract constitutes the entire agreement between the Parties with respect to the subject matter of Request for Proposal 529-16-0004 and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, between the Parties with respect to the subject matter of this Contract.

V. NO IMPLIED ASSUMPTIONS

The Parties acknowledge and agree that any assumptions contained in TPCN’s Proposal or its revisions, including but not limited to, financial assumptions, general business assumptions, assumptions concerning key performance requirements, and comments concerning the UTC, are rejected by HHSC and will not be a part of this Contract unless and only to the extent the Parties have expressly agreed to incorporate them as an exhibit to the Contract and referenced in Section IV.

VI. ORDER OF ATTACHMENTS

This section supersedes Section 3.01 of the UTC. The Contract between the Parties will consist of the following documents, which, in the event of any conflict or contradiction between or among these documents, will control in the following order of precedence:

- a. This Signature Document;
- b. HHSC’s Uniform Contract Terms and Conditions 1.5 (Appendix “A”);
- c. Negotiated Modifications (Appendix “B”);
- d. Alternatives to Abortion Specific Terms and Conditions (Appendix “C”)
- e. RFP 529-16-0004 and all attachments and addenda as clarified and modified by vendor questions and HHSC’s response thereto (Appendix “D”);
- f. TPCN’s Business Proposal (Appendix “E”);
- g. TPCN’s Cost Proposal (Appendix “F”);
- h. TPCN’s Plan of Operations (Appendix “G”);
- i. TPCN’s Budget Pages (Appendix “H”);
- j. HHSC’s Reporting Format (Appendix “I”); and
- k. Federal Funding Accountability and Transparency Act (Appendix “J”).

VII. SCOPE OF WORK

TPCN is expected to meet or exceed the contractual responsibilities and obligations set forth in this Contract. TPCN understands that all areas of responsibility and all requirements listed in this Contract are subject to performance evaluation by HHSC. TPCN’s failure to meet its contractual responsibilities and obligations set forth in this Contract is subject to HHSC’s application or pursuit of any or all of the remedies set forth in Article 11 of the

UTC. Specifically, and without limitation, TPCN will perform in accordance with the specifications contained in Sections 1.16, and 2 of the RFP, this Section VII and TPCN's Proposal as modified and clarified.

VIII. BUDGET AND INVOICING

The total amount of this Contract will not exceed \$11,437,500 (\$2,287,500 in fiscal year 2016 and \$9,150,000 in fiscal year 2017). All expenditures on this Contract will be actual costs that derive from services provided and related expenses that are eligible for reimbursement under this Contract in accordance with federal and state laws; Code of Federal Regulations (C.F.R.) Title 2, Subtitle A, Chapter II-Part 200; TPCN's Budget, Budget Narrative/Budget Justification ("Budget Pages"), and Plan of Operations. TPCN will submit an invoice along with the Program Report to the Contract Representative identified in Section X, in a manner acceptable to HHSC, by the twentieth day after the last day of each month in which services were provided. Upon HHSC request, TPCN will provide any additional information to the degree of detail necessary to resolve any review, examination, inquiry or audit by HHSC or any other responsible authority.

If TPCN provides services under multiple contracts, it must maintain an accounting system that separates expenditures by contract to ensure appropriate expense allocation and contract billing (i.e. fund accounting). Payments of invoices by HHSC under this Contract will be made in accordance with Chapter 2251 of the Texas Government Code, using the following schedule:

Payment No.	Description	Due Date	Amount
12.10	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	June 30, 2016	\$762,500.00
12.11	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	July 31, 2016	\$762,500.00
12.12	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	August 31, 2016	\$762,500.00
13.1	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	September 30, 2016	\$762,500.00
13.2	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	October 31, 2016	\$762,500.00
13.3	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	November 30, 2016	\$762,500.00

Payment No.	Description	Due Date	Amount
13.4	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	December 31, 2016	\$762,500.00
13.5	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	January 31, 2017	\$762,500.00
13.6	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	February 28, 2017	\$762,500.00
13.7	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	March 31, 2017	\$762,500.00
13.8	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	April 30, 2017	\$762,500.00
13.9	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	May 31, 2017	\$762,500.00
13.10	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	June 30, 2017	\$762,500.00
13.11	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	July 31, 2017	\$762,500.00
13.12	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	August 31, 2017	\$762,500.00

If HHSC disputes payment of an invoice for purposes of enforcing a remedy or obtaining set-off against payments due, HHSC may limit payments in accordance with Article 9 of the UTC. Payments are subject to the restrictions in Section 1.7.2, 2.9 and 2.10 of the RFP. HHSC reserves the right to recoup and overpayments, improper payments, unsupportable payments, or otherwise do not meet the requirements of the Contract. TPCN must repay HHSC any such recoupment within the timeframe specified by HHSC or, at HHSC's sole option, HHSC may offset the overpayment by reducing subsequent payment(s) to TPCN by such amount.

TPCN must obtain HHSC's prior written approval for any fund transfers among approved budget categories that will singularly or cumulatively exceed ten percent (10%) of the total contract budget. TPCN must ensure that any budget revision is in compliance with the terms and conditions of this Contract, is for allowable expenses only, and does not change the scope of this Contract.

If Federal Funding Accountability and Transparency Act (“FFATA”) requirements are associated with the funding for this Contract, TPCN shall comply with the FFATA requirements as prescribed by the attached Appendix J.

IX. RECORD RETENTION

TPCN shall ensure that all client files are stored in a secure location, with access limited only to authorized employees officers, directors, subcontractors, or agents of TPCN. TPCN will retain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

X. CONTRACT REPRESENTATIVES

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party:

HHSC

Andrea Costley
Health and Human Services Commission
909 West 45th Street
Mail Code 2010
Austin, Texas 78751
Tel: (512) 206-5624
Fax: (512) 206-5538
Email: andrea.costley@hhsc.state.tx.us

TPCN

John McNamara
Texas Pregnancy Care Network
1101 South Capital of Texas Highway
Building K, Suite 250
Austin, Texas 78746
Tel: (512) 637-7011
Fax: (512) 637-7012
Email: john@texaspregnancy.org

All communications concerning this Contract should be in written form. However, HHSC may provide oral notice when circumstances are such that immediate notification should be provided, and will be deemed to have been given when the oral communication has been delivered in person, by telephone, or otherwise to the Contract Representatives identified in this Section provided that additional written notice is submitted within 3 business days thereafter. Written Notice will be deemed to have been given:

- a. Upon the expiration of three (3) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested;
- b. When transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine; or
- c. When delivered if delivered personally or sent by express courier service.

Routine communications, or those that are administrative in nature, should be sent to the Contract Representatives identified in this Section. All other contract notices will be sent to the other Party at its address set forth in Section XI.

XI. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

HHSC

Chris Traylor
Executive Commissioner
Health & Human Services Commission
P.O. Box 13247
Austin, Texas 78711-3247

With Required Copy to:

Karen Ray
Chief Counsel
P.O. Box 13247
Austin, Texas 78711-3247
Fax: (512) 424-6586

TPCN

John McNamara
Texas Pregnancy Care Network
1101 South Capital of Texas Highway
Building K, Suite 250
Austin, Texas 78746
Tel: (512) 637-7011
Fax: (512) 637-7012

Either Party may change the above-referenced designees or address with five days written notice to the other Party.

XII. INCORPORATION OF DEFINITIONS

Except as specified in this Contract, the acronyms and definitions contained in the RFP govern the use and meanings of the terms and conditions of this Contract. The Parties agree that the acronyms and definitions contained in the RFP may, by mutual agreement, be added

to, subtracted from, or modified from time to time as necessary to achieve the objectives and mission of the RFP and this Contract. Except as specified in this Contract, the definitions contained in Article 2 of the UTC govern the use and meanings of terms and conditions of this Contract. In the event of conflict between the definitions, the conflict will be resolved in favor of HHSC.

XIII. TERMINATION OF CONTRACT

This Contract may be terminated as provided in Section 11.03 of the UTC.

XIV. AMENDMENTS, MODIFICATIONS, AND CHANGE ORDERS

The Parties may amend this Contract by mutual written agreement. Changes in the contracted services or deliverables must be authorized in accordance with this Section and Article 7 of the UTC. HHSC's Contract Representative is authorized to provide written approval of agreed to Minor Administrative Changes to TPCN's Proposal or the RFP that do not alter the Contract price or term. Changes to TPCN's Proposal or the RFP that affects the Contract price or term must be accomplished through a formal amendment procedure in accordance with Article 7 of the UTC. Upon approval of a Minor Administrative Change, HHSC's Contract Representative will provide TPCN with written notice the change has been accepted. Both Parties must maintain copies of such notices with their contract files.

XV. NO THIRD PARTY BENEFICIARIES

No provision of this Contract confers third-party beneficiary status on a person or entity. Nothing contained in this Contract is intended, or will be construed, to confer upon any person or entity other than the Parties any rights, benefits or remedies of any kind or character whatsoever, and no person or entity will be deemed a third-party beneficiary under or by reason of this Contract.

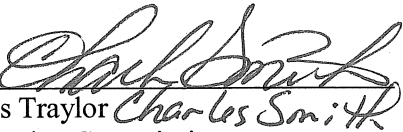
XVI. NEUTRAL CONSIDERATION

The Parties have negotiated this Contract and all of the terms and conditions contained in this Contract at "arms" length, and each Party has had the opportunity to be represented by counsel during such negotiations. No term, condition, or provision contained in this Contract will be construed against any Party, or in favor of any Party, because such Party or such Party's counsel drafted, revised, commented upon, or did not comment upon, such term, condition, or provision; or because of any presumption as to any inequality of bargaining power between or among the Parties.

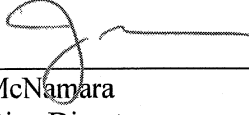
XVII. FURTHER ASSURANCES

HHSC and TPCN agree that, subsequent to the execution and delivery of this Contract and without any additional consideration, HHSC and TPCN will execute and deliver any further legal instruments and perform any acts that are or may become reasonably necessary to effectuate the purposes of this Contract.

HHSC

By: 
Chris Traylor *Charles Smith*
Chief Dep. Executive Commissioner
Date of Execution: 5-24-2016

TEXAS PREGNANCY CARE
NETWORK

By: 
John McNamara
Executive Director
Date of Execution: 5/12/2016

**THE FOLLOWING ARE ATTACHED AND INCORPORATED TO
HHSC CONTRACT NO. 529-16-0004.**

APPENDIX A - HHSC'S UNIFORM CONTRACT TERMS AND CONDITIONS 1.5
APPENDIX B - NEGOTIATED MODIFICATIONS
APPENDIX C - ALTERNATIVES TO ABORTION SPECIFIC TERMS AND CONDITIONS
APPENDIX D - RFP 529-16-0017 AND ALL ATTACHMENTS AND ADDENDA AS
CLARIFIED AND MODIFIED BY VENDOR QUESTIONS AND HHSC'S RESPONSE
THERE TO
APPENDIX E - TPCN'S BUSINESS PROPOSAL
APPENDIX F - TPCN'S COST PROPOSAL
APPENDIX G - TPCN'S PLAN OF OPERATIONS
APPENDIX H - TPCN'S BUDGET PAGES
APPENDIX I - HHSC'S REPORT FORMAT
APPENDIX J - FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

APPENDICES FOLLOW

Appendix A, HHSC UTCs version 1.5.



Request for Proposals (RFP)

Alternatives to Abortion

RFP No. 529-16-0004

Appendix A

**Uniform Contract Terms and Conditions
Version 1.5**



Health and Human Services Commission

**HHSC Uniform Terms and Conditions
Version 1.5**

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Article 1. Introduction

Section 1.01 Inducements.

In making the award of the Agreement, the Health and Human Services Commission (HHSC) relies on CONTRACTOR's assurances of the following:

(1) CONTRACTOR and its subcontractors are established providers of the types of services described in the Solicitation;

(2) CONTRACTOR and its subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the services described in the Solicitation, CONTRACTOR's Proposal, and the Agreement in an efficient, cost-effective manner, with a high degree of quality and responsiveness, and has performed similar services for other public or private entities;

(3) CONTRACTOR has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation, and has had the opportunity to review and fully understand the HHSC's current program and operating environment for the activities that are the subject of the Agreement and the needs and requirements of the State during the Agreement term;

(4) CONTRACTOR has had the opportunity to review and understand the State's stated objectives in entering into the Agreement and, based on such review and understanding, CONTRACTOR currently has the capability to perform in accordance with the terms and conditions of the Agreement;

(5) CONTRACTOR also has reviewed and understands the risks associated with the HHSC Programs as described in the Solicitation, including the risk of non-appropriation of funds.

Accordingly, HHSC desires to engage CONTRACTOR to perform the services described in the Agreement under the terms and conditions set forth in the Agreement.

Section 1.02 Construction of Agreement.

(a) *Scope of Introductory Article.*

The provisions of any introductory article to the Agreement are intended to be a general introduction and are not intended to expand the scope of the Parties' obligations under the Agreement or to alter the plain meaning of the terms and conditions of the Agreement.

(b) *References to the "State."*

References in the Agreement to the "State" mean the State of Texas unless otherwise indicated and will be interpreted, as appropriate, to mean or include HHSC and other agencies of the State of Texas that may participate in the administration of HHSC Programs, provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

(c) *Severability.*

If any provision of the Agreement is for any reason held to be unenforceable, the rest of it remains fully enforceable.

(d) *Survival of terms.*

Termination or expiration of the Agreement for any reason will not release either Party from any liabilities or obligations set forth in the Agreement that:

(1) The Parties agree will survive the termination or expiration; or

(2) Remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

(e) *Headings.*

The article and section headings in the Agreement are for reference and convenience only and may not be considered in the interpretation of the Agreement.

(f) *Global drafting conventions.*

(1) The terms "include," "includes," and "including" are terms of inclusion and enlargement, and where used in the Agreement, should be read as if followed by the phrase "without limitation."

(2) Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Agreement.

(3) Any references to agreements, contracts, statutes, or administrative rules or regulations in the Agreement are references to these documents as amended, modified, or supplemented from time to time during the term of the Agreement.

Section 1.03 No implied authority.

The authority delegated to CONTRACTOR by HHSC is limited to the terms of the Agreement. HHSC is the state agency designated by the Texas Legislature to administer the HHSC Programs, and no other state agency grants CONTRACTOR any authority related to the Agreement unless directed through HHSC. CONTRACTOR may not rely upon implied authority and is not delegated authority under the Agreement to:

- (1) make public policy;
- (2) promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- (3) unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of HHSC regarding HHSC Programs or the Agreement.

To the fullest extent possible, CONTRACTOR is required to assist HHSC in communications and negotiations with state and federal governments and agencies as directed by HHSC.

Section 1.04 Legal Authority.

(a) HHSC is authorized to enter into the Agreement under Chapter 531 or 533, Texas Government Code; Section 2155.144, Texas Government Code; or Chapter 62, Texas Health & Safety Code. CONTRACTOR is authorized to enter into the Agreement pursuant to the authorization of its governing board or controlling owner or officer.

(b) The person or persons signing and executing the Agreement on behalf of the Parties, or representing themselves as signing and executing the Agreement on behalf of the Parties, warrant and guarantee that he, she, or they have been duly authorized to execute the Agreement and to validly and legally bind the Parties to all of its terms, performances, and provisions.

Article 2. Definitions

As used in the Agreement, the following terms and conditions have the meanings assigned below:

"Agreement" means the formal, written, and legally enforceable agreement and amendments between the Parties.

"Change" means any alteration, adjustment, exchange, substitution, or modification of the Services under the Agreement that are authorized in accordance with Article 7 of the Agreement.

"Change Order Request" means a request to make a change in the Services or Deliverables under the Agreement.

"Children's Health Insurance Program" or **"CHIP"** means the health insurance program authorized and funded pursuant to Title XXI, Social Security Act (42 U.S.C. §§ 1397aa-1397jj) and administered by HHSC.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552; and
- (9) Other Confidential Information as designated in the Agreement.

"CONTRACTOR" means the Party identified in the Agreement as the individual or entity that is required to perform the Services and related obligations under the Agreement.

"Corrective Action Plan" means the detailed written plan required by HHSC to correct or resolve a material deficiency or breach of the Agreement.

"Deliverable" means a work product prepared, developed, or procured by CONTRACTOR as part of the Services under the Agreement for the use or benefit of HHSC or the State of Texas.

"Disability" means a physical or mental impairment that substantially limits one or more of the major life activities of an individual.

“Effective Date” means the date of complete execution of the Agreement unless another date is agreed to by the Parties as the date on which the Agreement takes effect. For purposes of the Agreement, the term includes any period under which work is performed in accordance with a properly executed Letter of Intent between HHSC and CONTRACTOR.

“Electronic and information resources (EIR)” --Includes information technology and any equipment or interconnected system or subsystem of equipment used to create, convert, duplicate, or deliver data or information. EIR includes telecommunications products (such as telephones), information kiosks and transaction machines, web sites, multimedia, and office equipment such as copiers and fax machines. The term does not include any equipment that contains embedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, thermostats or temperature control devices, and medical equipment that contain information technology that is integral to its operation, are not information technology. If the embedded information technology has an externally available web or computer interface, that interface is considered EIR. Other terms such as, but not limited to, Information and Communications Technology (ICT), Electronic Information Technology (EIT), etc. can be considered interchangeable terms with EIR for purposes of the Agreement.

“Health and Human Services Commission” or **“HHSC”** means the administrative agency within the executive department of Texas state government established under Chapter 531, Texas Government Code or its designee, including, but not limited to, the Texas Health and Human Services Agencies.

“HHSC Programs” means the public health and human service programs administered by HHSC, including but not limited to Medicaid and CHIP.

“Initial Term” means the period between the Effective Date and the original expiration date of the Agreement.

“Material Subcontract” means any Subcontract that exceeds, or is reasonably expected to exceed, \$100,000 per year. Any Subcontracts between the CONTRACTOR and a single entity that are split into separate agreements by time period, program, or service area, etc., may be consolidated for the purpose of this definition.

“Material Subcontractor (or Major Subcontractor)” means any entity with a Material Subcontract with CONTRACTOR.

“Medicaid” means the medical assistance entitlement program authorized and funded pursuant to Title XIX, Social Security Act (42 U.S.C. § 1396 *et seq.*) and administered by HHSC.

“Other Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHSC that is expressly designated as Other Confidential Information in the Agreement.

“Parties” means HHSC and CONTRACTOR, collectively.

“Party” means either HHSC or CONTRACTOR, individually.

“Proposal” means the proposal submitted by the CONTRACTOR in response to the Solicitation.

“Public information” means information that:

- (1) Is collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business by a governmental body or for a governmental body;
- (2) The governmental body owns or has a right of access to; and
- (3) Is not Confidential Information.

“Solicitation” means the written invitation for bids, request for offers, request for proposals, or similar instrument that is posted on the HHSC Website and/or Electronic State Business Daily, seeking responses from qualified vendors for needed goods and services. This term also includes "price requests" and "pricing requests" sent to Department of Information Resources vendors to get pricing, based on a specific scope of work, through a Cooperative Contract or DBITS contract. and any addendums under which the Agreement was awarded and is executed.

“Scope of Work” means the description of Services and Deliverables specified in the Agreement, the Solicitation, and any agreed modifications.

“Services” means the tasks, functions, and responsibilities assigned and delegated to CONTRACTOR under the Agreement.

“Software” means all operating system and applications software used or created by CONTRACTOR to provide the Services under the Agreement.

“Subcontract” means any written agreement between CONTRACTOR and other party to fulfill the requirements of the Agreement. All subcontracts are required to be in writing.

“Subcontractor” means any individual or entity that has entered into a subcontract with CONTRACTOR.

“Turnover Plan” means the written plan developed by CONTRACTOR, approved by HHSC, and to be employed in the event that the work described in the Agreement transfers to the State or another vendor from CONTRACTOR. HHSC may require CONTRACTOR to develop a Turnover Plan at any time during the term of the Agreement at HHSC’s discretion. The Turnover Plan describes CONTRACTOR’s policies and procedures that will assure:

- (1) The least disruption in the delivery of services during the transition to a substitute vendor; and
- (2) Cooperation with HHSC and the substitute vendor in transferring information and services to a substitute vendor.

Article 3. General Terms and Conditions

Section 3.01 Agreement elements.

(a) *Entire Agreement.*

The Agreement between the Parties will consist of the document bearing the signatures of the Parties, Exhibits, or Attachments to that document, these Uniform Terms and Conditions, the Solicitation (CONTRACTOR’s Proposal and any agreed to modifications (incorporated by reference).

(b) *Order of precedence.*

Unless otherwise agreed, in the event of any conflict or contradiction between or among these documents, the documents will control in the following order of precedence:

- (1) The final executed document that bears the signature of the Parties, including any Exhibits or attachments, and all amendments to that document;
- (2) These Uniform Terms and Conditions, including any attachments;
- (3) The Solicitation and any addendums, corrections, and clarifications. ;
- (4) CONTRACTOR’s Proposal and any agreed to modifications.

Section 3.02 Funding.

The Agreement is conditioned on the availability of state and federal appropriated funds. CONTRACTOR will have no right of action against HHSC in the event that HHSC is unable to perform its obligations under the Agreement as a result of the suspension, termination, withdrawal of funding to HHSC, the failure to fund HHSC, or lack of sufficient funding of HHSC for any activities or functions contained within the scope of the Agreement. If funds become unavailable, the provisions of Article 11 (Remedies and Disputes) will apply. HHSC will use all reasonable efforts to ensure that such funds are available, and will negotiate in good faith with CONTRACTOR to resolve any CONTRACTOR claims for payment that represent accepted Services or Deliverables that are pending at the time funds become unavailable. HHSC will make best efforts to provide reasonable written advance notice to CONTRACTOR upon learning that funding for the Agreement may be discontinued.

Section 3.03 Delegation of authority.

Whenever, by any provision of the Agreement, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC’s Executive Commissioner unless any right, power, or duty is delegated to the duly appointed agents or employees of HHSC. HHSC’s Executive Commissioner will reduce any delegation of authority to writing and provide a copy to CONTRACTOR on request.

Section 3.04 No waiver of sovereign immunity.

The Parties agree that no provision of the Agreement is in any way intended to constitute a waiver by HHSC or the State of Texas of any immunities from suit or from liability that HHSC or the State of Texas may have by operation of law.

Section 3.05 Force majeure.

A Party will not be liable for any failure or delay in performing its obligations under the Agreement if such failure or delay is due to any cause beyond the reasonable control of the Party, including, but not limited to, unusually severe weather, strikes, natural disasters, fire, civil disturbance, epidemic, war, court order, or acts of God. The existence of such causes of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the causes of delay or failure have been removed. Each Party must inform the other in writing with proof of receipt within five (5) business days of the existence of a force majeure event as described above or otherwise waive this right as a defense.

Section 3.06 Other Health and Human Services Agencies’ participation in the Agreement.

In addition to providing the Services specified for HHSC, CONTRACTOR agrees to allow other Health and Human Service Agencies the option to participate in the Agreement under the same terms and conditions. Each

agency that elects to obtain services under this section will issue a purchase order to CONTRACTOR, referring to, and incorporating by reference, the terms and conditions specified in the Agreement.

Section 3.07 Most favored customer.

The CONTRACTOR agrees that if during the term of the Agreement, the CONTRACTOR enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, the Agreement will, at HHSC's option, be amended to accord equivalent advantage to HHSC.

Section 3.08 Publicity.

(a) *No Use*

Except as provided in the paragraphs below, CONTRACTOR must not use the name of, or directly or indirectly refer to, HHSC, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Agreement or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations (other than proposals or reports submitted to HHSC, an administrative agency of the State of Texas, or a governmental agency or unit of another state or the Federal government).

(b) *Limited Exception*

CONTRACTOR may publish, at its sole expense, results of CONTRACTOR performance under the Agreement with HHSC's prior review and approval, which HHSC may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from HHSC and any Federal agency, as appropriate. CONTRACTOR will provide HHSC at least three (3) copies of any such publication prior to public release. CONTRACTOR will provide additional copies at the request of HHSC. CONTRACTOR may include information concerning the Agreement's terms, subject matter, and estimated value in any report to a governmental body to which the CONTRACTOR is required by law to report such information.

Section 3.09 Assignment.

(a) *Assignment by CONTRACTOR.*

CONTRACTOR will not assign all or any portion of its rights under or interests in the Agreement or delegate any of its duties without prior written consent of HHSC. Any written request for assignment or delegation must be accompanied by written acceptance of the assignment or delegation by the assignee or delegation by the delegate. Except where otherwise agreed in writing by HHSC, assignment or delegation will not release CONTRACTOR from its obligations under the Agreement.

(b) *Assignment by HHSC.*

CONTRACTOR understands and agrees HHSC may in one or more transactions assign, pledge, or transfer the Agreement. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

(c) *Assumption.*

Each party to whom a transfer is made must assume all or any part of CONTRACTOR'S or HHSC's interests in the Agreement, the product, and any documents executed with respect to the Agreement, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

Section 3.10 Cooperation with other vendors and prospective vendors.

(a) *Supplemental Contracts*

HHSC may award supplemental contracts for work related to the Agreement, or any portion thereof. HHSC reserves the right to award the Contract as a joint venture between two or more potential vendors, if such an arrangement is in the best interest of HHSC. CONTRACTOR agrees to cooperate with such other vendors, and will not commit or permit any act that may interfere with the performance of work by any other vendor.

(b) *Access*

At HHSC's request, CONTRACTOR will allow parties interested in responding to HHSC Solicitations to have reasonable access during normal business hours to software, systems documentation, and site visits to the CONTRACTOR's facilities. All such parties inspecting the facilities and software and systems documentation may be required to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the Solicitation.

Section 3.11 Renegotiation and repurchase rights.

(a) *Renegotiation of Agreement terms.*

Notwithstanding anything in the Agreement to the contrary, HHSC may at any time during the term of the Agreement exercise the option to notify CONTRACTOR that HHSC has elected to renegotiate certain terms of the

Agreement within the scope of the Agreement and as permitted by law. Upon CONTRACTOR's receipt of any notice under this Section, CONTRACTOR and HHSC will undertake good faith negotiations of the subject terms of the Agreement.

(b) Reprocurement of the services or procurement of additional services.

Notwithstanding anything in the Agreement to the contrary, whether or not HHSC has accepted or rejected CONTRACTOR's Services or Deliverables provided during any period of the Agreement, HHSC may at any time issue requests for proposals or offers to other potential contractors for performance of any portion of the Services covered by the Agreement or services similar or comparable to the Services performed by CONTRACTOR under the Agreement.

(c) Termination rights upon reprocurement.

If HHSC elects to procure the Services or any portion of the Services from another vendor in accordance with this Section, HHSC will have the termination rights set forth in Article 11.

Section 3.12 Solicitation errors and omissions.

CONTRACTOR will not take advantage of any errors or omissions in the Solicitation or the resulting Agreement. CONTRACTOR must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

Section 3.13 Attorneys' fees.

In the event of any litigation, appeal, or other legal action to enforce any provision of the Agreement, CONTRACTOR agrees to pay all expenses of such action, including attorneys' fees and costs if HHSC is the prevailing or substantially prevailing Party.

Section 3.14 Preferences under service contracts.

CONTRACTOR is required in performing the Agreement to purchase products and materials produced in the State of Texas when they are available at a price and time comparable to products and materials produced outside the State.

Section 3.15 Ensuring timely performance.

The Parties acknowledge the need to ensure uninterrupted and continuous performance of the Scope of Work under the Agreement, therefore, HHSC may terminate the Agreement or apply any other remedy as noted in Article 11 (Remedies and Disputes) if CONTRACTOR's performance is not timely.

Article 4. Contractor Personnel Management

Section 4.01 Qualifications, retention and replacement of CONTRACTOR employees.

CONTRACTOR agrees to maintain the organizational and administrative capacity and capabilities to carry out all duties and responsibilities under the Agreement. The personnel CONTRACTOR assigns to perform the duties and responsibilities under the Agreement will be properly trained and qualified for the functions they are to perform. CONTRACTOR does not warrant the quality of training for which the State is responsible. Notwithstanding transfer or turnover of personnel, CONTRACTOR remains obligated to perform all duties and responsibilities under the Agreement without degradation and in accordance with the terms of the Agreement.

Section 4.02 Responsibility for CONTRACTOR personnel.

(a) Employment and Agency

CONTRACTOR's employees and subcontractors will not in any sense be considered employees of HHSC or the State of Texas, but will be considered CONTRACTOR's employees for all purposes. Except as provided in the Agreement, neither CONTRACTOR nor any of CONTRACTOR's employees or subcontractors may act in any sense as agents or representatives of HHSC or the State of Texas.

(b) E-Verify System

By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

1. All persons employed to perform duties within Texas, during the term of the Contract; and
2. All persons (including subcontractors) assigned by the Respondent to perform work pursuant to the Contract, within the United States of America.

(c) *Liability*

CONTRACTOR's employees must be paid exclusively by CONTRACTOR for all services performed. CONTRACTOR is responsible for and must comply with all requirements and obligations related to such employees under local, state or federal law, including minimum wage, social security, unemployment insurance, state and federal income tax, and workers' compensation obligations. CONTRACTOR assumes sole and full responsibility for its acts and omissions and the acts and omissions of its personnel and subcontractors.

CONTRACTOR AGREES THAT ANY CLAIM ON BEHALF OF ANY PERSON ARISING OUT OF EMPLOYMENT OR ALLEGED EMPLOYMENT (INCLUDING, BUT NOT LIMITED TO, CLAIMS OF DISCRIMINATION AGAINST CONTRACTOR, ITS OFFICERS, OR ITS AGENTS) ARE THE SOLE RESPONSIBILITY OF CONTRACTOR AND ARE NOT THE RESPONSIBILITY OF HHSC, AND THAT CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS THE STATE FROM ANY AND ALL SUCH CLAIMS ASSERTED AGAINST THE STATE.

CONTRACTOR understands that any person who alleges a claim arising out of employment or alleged employment by CONTRACTOR will not be entitled to any compensation, rights, or benefits from HHSC (including, but not limited to, tenure rights, medical and hospital care, sick and annual/vacation leave, severance pay, or retirement benefits).

Section 4.03 Cooperation with HHSC and state administrative agencies.

(a) *Cooperation with HHSC contractors.*

CONTRACTOR agrees to reasonably cooperate with and work with the State's contractors, subcontractors and third-party representatives as requested by HHSC. To the extent permitted by HHSC's financial and personnel resources, HHSC agrees to reasonably cooperate with CONTRACTOR and to use its best efforts to ensure that HHSC's other HHSC Programs contractors reasonably cooperate with CONTRACTOR.

(b) *Cooperation with state and federal administrative agencies.*

CONTRACTOR must ensure that CONTRACTOR personnel will cooperate with HHSC or other state or federal administrative agency personnel at no charge to HHSC for purposes relating to the administration of HHSC programs including, but not limited to the following purposes:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Services under the Agreement or other delivery of information to HHSC or other agencies' investigators or legal staff.

Section 4.04 Conduct of and responsibility for CONTRACTOR personnel.

(a) *Conduct*

While performing the Services or Deliverables, CONTRACTOR's personnel and subcontractors must:

- (1) Comply with applicable Agreement terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and
- (2) Otherwise conduct themselves in a businesslike and professional manner.

(b) *Removal*

If HHSC determines in good faith that a particular employee or subcontractor is not conducting himself or herself in accordance with this Section, HHSC may provide CONTRACTOR with notice and documentation concerning such conduct. Upon receipt of such notice, CONTRACTOR must promptly investigate the matter and, at HHSC's request, take appropriate action that may include:

- (1) Removing the employee from the project;
- (2) Providing HHSC with written notice of such removal; and
- (3) Replacing the employee with a similarly qualified individual acceptable to HHSC.

Nothing in the Agreement will prevent CONTRACTOR, at the request of HHSC, from replacing any personnel who HHSC determines are not adequately performing their assigned responsibilities or who, in the reasonable opinion of HHSC's Project Director, after consultation with CONTRACTOR, are unable to work effectively with the members of the HHSC's staff. In such event, CONTRACTOR will provide replacement personnel with equal or greater skills and qualifications as soon as reasonably practicable. Replacement of Key Personnel will be subject to HHSC review and approval. The Parties will work together in the event of any such required replacement so as not to disrupt the overall project schedule.

(c) *Sole Control*

CONTRACTOR agrees that anyone employed by CONTRACTOR to fulfill the terms of the Agreement is an employee of CONTRACTOR and remains under CONTRACTOR's sole direction and control.

CONTRACTOR agrees to be responsible for the following with respect to its employees:

- (1) Any and all employment taxes or other payroll withholding;
- (2) Damages caused by CONTRACTOR's employees acting within or outside the scope of their duties under the Agreement; and
- (3) Determination of the hours to be worked and the duties to be performed by CONTRACTOR's employees.

CONTRACTOR agrees and will inform its employees and subcontractor(s) that there is no right of action against HHSC for any duty owed by CONTRACTOR under the Agreement. CONTRACTOR understands that HHSC does not assume liability for the actions of, or judgments rendered against, the CONTRACTOR, its employees, agents or subcontractors. CONTRACTOR agrees that it has no right to indemnification or contribution from HHSC for any judgments rendered against CONTRACTOR or its subcontractors. HHSC's liability to the CONTRACTOR's employees, agents and subcontractors, if any, will be governed by the Texas Tort Claims Act, as amended or modified (Tex. Civ. Pract. & Rem. Code § 101.001 *et seq.*).

Section 4.05 Responsibility for subcontractors.

CONTRACTOR remains fully responsible for obligations, services, and functions performed by its subcontractors to the same extent as if such obligations, services, and functions were performed by CONTRACTOR'S employees, and for purposes of the Agreement such work will be deemed work performed by CONTRACTOR. HHSC reserves the right to require the replacement of any subcontractor found by HHSC to be unacceptable.

CONTRACTOR must not disclose Confidential Information of HHSC or the State of Texas to a subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such Confidential Information in the manner required of CONTRACTOR under the Agreement.

CONTRACTOR must identify any subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of CONTRACTOR, substantiate the proposed subcontractor's ability to perform the subcontracted Services, and certify to HHSC that no loss of service will occur as a result of the performance of such subcontractor. The CONTRACTOR will assume responsibility for all contractual responsibilities whether or not the CONTRACTOR performs them. Further, HHSC considers the CONTRACTOR to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Agreement.

At least 30 days prior to executing a Material Subcontract or other agreement with a third party with a value greater than \$100,000.00, CONTRACTOR must submit a copy of the agreement to HHSC for HHSC's review at HHSC's option. HHSC reserves the right to: (1) reject the agreement or require changes to any provisions that do not comply with the requirements or duties and responsibilities of the Agreement or create significant barriers for HHSC in monitoring compliance with the Agreement; (2) object to the selection of the subcontractor; or (3) object to the subcontracting of the Services and Deliverables proposed to be subcontracted.

Section 4.06 HHSC's ability to contract with subcontractors.

The CONTRACTOR may not limit or restrict, through a covenant not to compete, employment agreement or other contractual arrangement, HHSC's ability to contract with subcontractors or former employees of the CONTRACTOR.

Article 5. Governing Law and Regulations

Section 5.01 Governing law and venue.

The Agreement is governed by the laws of the State of Texas and interpreted in accordance with Texas law. Provided CONTRACTOR first complies with the procedures set forth in Section 11.11, Dispute Resolution, proper venue for a claim arising from the Agreement will be in a court of competent jurisdiction in Travis County, Texas.

Section 5.02 CONTRACTOR responsibility for compliance with laws and regulations.

CONTRACTOR is responsible for compliance with all laws, regulations, and administrative rules that govern the performance of the Services including all State and Federal tax laws, State and Federal employment laws, State and Federal regulatory requirements, and licensing provisions.

CONTRACTOR is responsible for ensuring each of its employees, agents, or subcontractors who provide Services or Deliverables under the Agreement are properly licensed, certified, or have proper permits to perform any activity related to the Services.

CONTRACTOR warrants that the Services and Deliverables comply with all applicable Federal, State, and County laws, regulations, codes, ordinances, guidelines, and policies. **CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM AND AGAINST ANY LOSSES, LIABILITY, CLAIMS, DAMAGES, PENALTIES, COSTS, FEES, OR EXPENSES ARISING FROM OR IN CONNECTION WITH CONTRACTOR'S NEGLIGENCE OR**

CONTRACTOR'S FAILURE TO COMPLY WITH OR VIOLATION OF ANY SUCH LAW, REGULATION, CODE, ORDINANCE, OR POLICY.

Section 5.03 Compliance with immigration laws.

CONTRACTOR must comply with the requirements of the Immigration and Nationality Act (8 U.S.C § 1101 et seq.) and all subsequent immigration laws and amendments.

Section 5.04 Compliance with anti-discrimination laws, regulations, and rules.

CONTRACTOR must comply with state and federal anti-discrimination laws, including:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*);
- (b) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794);
- (c) Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*);
- (d) Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107);
- (e) Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688);
- (f) Food Stamp Act of 1977 (7 U.S.C. § 200 *et seq.*); and
- (g) HHSC's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to the Agreement.

CONTRACTOR must comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued under these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

CONTRACTOR must comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 and 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Applicable state and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. CONTRACTOR must ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. CONTRACTOR also must take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

CONTRACTOR must comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services will not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Upon request, CONTRACTOR will provide HHSC with copies of all of the CONTRACTOR'S civil rights policies and procedures.

CONTRACTOR must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under the Agreement. This notice must be delivered no more than ten calendar days after receipt of a complaint. Notice provided under this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

Section 5.05 Compliance with environmental protection laws.

CONTRACTOR must comply with state and federal environmental laws, including, without limitation:

- (a) *Pro-Children Act of 1994.*

CONTRACTOR must comply with the Pro-Children Act of 1994 (20 U.S.C. § 6081 *et seq.*), as applicable, regarding the provision of a smoke-free workplace and promoting the non-use of all tobacco products.

(b) *National Environmental Policy Act of 1969.*

CONTRACTOR must comply with any applicable provisions relating to the institution of environmental quality control measures contained in the National Environmental Policy Act of 1969 (42 U.S.C. § 4321 *et seq.*) and Executive Order 11514 ("Protection and Enhancement of Environmental Quality").

(c) *Clean Air Act and Water Pollution Control Act regulations.*

CONTRACTOR must comply with any applicable provisions relating to required notification of facilities violating the requirements of Executive Order 11738 ("Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans").

(d) *State Clean Air Implementation Plan.*

CONTRACTOR must comply with any applicable provisions requiring conformity of federal actions to State (Clean Air) Implementation Plans under §176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 *et seq.*).

(e) *Safe Drinking Water Act of 1974.*

CONTRACTOR must comply with applicable provisions relating to the protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (21 U.S.C. § 349; 42 U.S.C. §§ 300f to 300j-9).

Section 5.06 Compliance with Fraud, Waste, and Abuse requirements.

CONTRACTOR, CONTRACTOR's personnel, and all subcontractors must comply with all fraud, waste, and abuse requirements found in [HHS Circular C-027](#).

Section 5.07 Electronic and Information Resources Accessibility Standards.

(a) *Applicability.*

The following Electronic and Information Resources (EIR) requirements apply to the Agreement because CONTRACTOR performs services that include EIR that: (i) HHSC employees are required or permitted to access; or (ii) members of the public are required or permitted to access. This Section does not apply to incidental uses of EIR in the performance of the Agreement, unless the Parties agree that the EIR will become property of the State of Texas or will be used by HHSC's clients or recipients after completion of the Agreement. Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a Product.

(b) *Definitions.*

For purposes of this Section:

"Accessibility Standards" means accessibility standards and specifications for Texas agency and institution of higher education websites and EIR set forth in 1 Tex.Admin. Code Texas Administrative Code, Chapter 206 and/or Chapter 213

"Electronic and Information Resources" means information resources, including information resources technologies, and any equipment or interconnected system of equipment that is used in the creation, conversion, duplication, or delivery of data or information. The term includes telephones and other telecommunications products, information kiosks, transaction machines, Internet websites, multimedia resources, and office equipment, including copy machines and fax machines.

"Electronic and Information Resources Accessibility Standards" means the accessibility standards for electronic and information resources contained in 1 Tex.Admin. Code Chapter 213.

"Product" means information resources technology that is, or is related to, EIR.

"Web Site Accessibility Standards/ Specifications" means standards contained in Volume 1 Tex. Admin. Code Chapter 206.(c) Accessibility Requirements.

Under Tex. Gov't Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, HHSC must procure Products and services that comply with the Accessibility Standards when those Products are available in the commercial marketplace or when those Products are developed in response to a procurement solicitation. Accordingly, CONTRACTOR must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.

(c) *Evaluation, Testing, and Monitoring.*

(1) HHSC may review, test, evaluate and monitor CONTRACTOR's Products and services, as well as associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing.

Neither (1) the review, testing (including acceptance testing), evaluation or monitoring of any Product or service, nor (2) the absence of review, testing, evaluation or monitoring, will result in a waiver of the State's right to contest the CONTRACTOR's assertion of compliance with the Accessibility Standards.

(2) CONTRACTOR agrees to cooperate fully and provide HHSC and its representatives timely access to Products, records, and other items and information needed to conduct such review, evaluation, testing, and monitoring.

(d) Representations and Warranties.

(1) CONTRACTOR represents and warrants that: (i) as of the Effective Date of the Agreement, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the Agreement, unless and to the extent the Parties otherwise expressly agree in writing; and (ii) if the Products will be in the custody of the state or an HHS Agency's client or recipient after the Contract expiration or termination, the Products will continue to comply with Accessibility Standards after the expiration or termination of the Contract Term, unless HHSC or its clients or recipients, as applicable, use the Products in a manner that renders it noncompliant.

(2) In the event CONTRACTOR becomes aware, or is notified that the Product or service and associated documentation and technical support do not comply with the Accessibility Standards, CONTRACTOR represents and warrants that it will, in a timely manner and at no cost to HHSC, perform all necessary steps to satisfy the Accessibility Standards, including remediation, replacement, and upgrading of the Product or service, or providing a suitable substitute.

(3) CONTRACTOR acknowledges and agrees that these representations and warranties are essential inducements on which HHSC relies in awarding this Agreement.

(4) CONTRACTOR's representations and warranties under this subsection will survive the termination or expiration of the Contract and will remain in full force and effect throughout the useful life of the Product.

(e) Remedies.

(1) Under Tex. Gov't Code § 2054.465, neither CONTRACTOR nor any other person has cause of action against HHSC for a claim of a failure to comply with Tex. Gov't Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.

(2) In the event of a breach of CONTRACTOR's representations and warranties, CONTRACTOR will be liable for direct, consequential, indirect, special, or liquidated damages and any other remedies to which HHSC may be entitled under this Contract and other applicable law. This remedy is cumulative of any other remedies to which HHSC may be entitled under this Contract and other applicable law.

Section 5.08 Prohibition Against Performance Outside the United States.

(a) Authority

(1) HHSC is responsible for administering several public programs that require the collection and maintenance of information relating to persons who apply for and receive services from HHSC programs. This information consists of, among other things, personal financial and medical information and information designated "Confidential Information". Some of this information may, within the limits of the law and this Agreement, be shared from time to time with CONTRACTOR or a subcontractor for purposes of performing the Services or providing the Deliverables under this Agreement.

(2) HHSC is also responsible for collecting and maintaining personal information, including personal financial and medical information, concerning persons employed by HHSC and other health and human services agencies. Some of this information may be shared from time to time with CONTRACTOR or a subcontractor or collected and maintained by CONTRACTOR or a subcontractor for purposes of performing the Services or providing the Deliverables under this Agreement.

(3) HHSC is legally responsible maintaining the confidentiality and integrity of information relating to applicants and recipients of HHSC services and employees of HHS agencies and ensuring that any person or entity that receives such information, including CONTRACTOR and any subcontractor, is similarly bound by these obligations.

(4) HHSC also is responsible for the development and implementation of computer software and hardware to support HHSC programs. These items are paid for, in whole or in part, with state and federal funds. The federal agencies that fund these items maintain a limited interest in the software and hardware so developed or acquired.

(5) Some of the software used or developed by HHSC may also be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations, 15 C.F.R. Parts 730-774.

(b) *Prohibition*

(1) In view of these obligations, and to ensure accountability, integrity, and the security of the information maintained by or for HHSC and the work performed on behalf of HHSC

HHSC DETERMINES THAT IT IS NECESSARY AND APPROPRIATE TO REQUIRE THAT:

(A) ALL WORK PERFORMED UNDER THIS AGREEMENT MUST BE PERFORMED EXCLUSIVELY WITHIN THE UNITED STATES; AND

(B) ALL INFORMATION OBTAINED BY CONTRACTOR OR A SUBCONTRACTOR UNDER THIS AGREEMENT MUST BE MAINTAINED WITHIN THE UNITED STATES.

(2) HHSC, without prior written approval, forbids the performance of any work or the maintenance of any information relating or obtained pursuant to this Agreement to occur outside of the United States except as specifically authorized or approved by HHSC.

(c) *Meaning of "within the United States" and "outside the United States."*

(1) As used in this Section 17.01, the term "within the United States" means any location inside the territorial boundaries comprising the republic of the United States of America, including of any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

(2) Conversely, the phrase "outside the United States" means any location that is not within the territorial boundaries comprising the republic of the United States of America, including of any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

(d) *Maintenance of Confidential Information*

(1) CONTRACTOR and all subcontractors, vendors, agents, and service providers of or for CONTRACTOR must not allow any Confidential Information that CONTRACTOR receives from or on behalf of HHSC to leave the United States by any means (physical or electronic) at any time, for any period of time, for any reason.

(2) CONTRACTOR and all subcontractors, vendors, agents, and service providers of or for CONTRACTOR must not permit any person to have remote access to HHSC information, systems, or Deliverables from a location outside the United States.

(e) *Performance of Work under Agreement*

(1) Unless otherwise approved in advance by HHSC in writing, and subject to the exceptions specified in paragraph (e) of this Section 17.01, CONTRACTOR and all subcontractors, vendors, agents, and service providers of or for CONTRACTOR must perform all services under this Agreement, including all tasks, functions, and responsibilities assigned and delegated to CONTRACTOR under this Agreement, within the United States.

(A) This obligation includes all Services, including but not limited to information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services.

(B) All custom software prepared for performance of this Agreement, and all modifications of custom, third party, or vendor proprietary software, must be performed within the United States.

(2) Unless otherwise approved in advance by HHSC in writing, and subject to the exceptions specified in this Section, CONTRACTOR and all subcontractors, vendors, agents, and service providers of or for CONTRACTOR must not permit any person to perform work under this Agreement from a location outside the United States.

(f) *Exceptions*

(1) COTS Software. The foregoing requirements will not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed outside the United States or hardware that is generically configured outside the United States.

(2) Foreign-made Products and Supplies. The foregoing requirements will not preclude CONTRACTOR from acquiring, using, or reimbursing products or supplies that are manufactured outside the United States, provided such products or supplies are commercially available within the United States for acquisition or reimbursement by HHSC.

(3) HHSC Prior Approval. The foregoing requirements will not preclude CONTRACTOR from performing work outside the United States that HHSC has approved in writing and that HHSC has confirmed will not involve the sharing of Confidential Information outside the United States.

(g) *Disclosure*

CONTRACTOR must disclose all Services and Deliverables under or related to this Agreement that CONTRACTOR intends to perform or has performed outside the United States, whether directly or via subcontractors, vendors, agents, or service providers.

(h) *Remedy*

(1) CONTRACTOR's violation of this Section will constitute a material breach of the Agreement. CONTRACTOR will be liable to HHSC for all actual and consequential damages in accordance with the UTC.

(2) For breach of the requirements under this Section, HHSC may terminate the Agreement with Notice to CONTRACTOR at least 1 calendar day before the effective date of such termination.

Article 6. Service Levels and Performance Measurement

Section 6.01 Performance measurement.

Satisfactory performance of the Agreement will be measured by:

- (1) Adherence to the Agreement, including all representations and warranties;
- (2) Compliance with project work plans, schedules, and milestones as proposed by CONTRACTOR in its Proposal and as revised by CONTRACTOR and finally approved by HHSC;
- (3) Delivery of the Services and Deliverables in accordance with the service levels and availability proposed in Contractor's Proposal and as finally approved or accepted by HHSC;
- (4) Results of audits performed by HHSC or its representatives in accordance with Article 8;
- (5) Timeliness, completeness, and accuracy of required Deliverables; and
- (6) Achievement of performance measures developed by CONTRACTOR and HHSC and as modified from time to time by written agreement during the Initial Term of the Agreement.

Article 7. Amendments, Modifications, and Change Order Requests

Section 7.01 Amendments and modifications.

(a) *Amendments and modifications resulting from changes in law or contract.*

The Agreement may be amended by mutual written agreement of the Parties if changes in federal or state laws, rules, regulations, policies, guidelines or circumstances affect the performance of the work. The Parties will develop a business plan for negotiating appropriate change order and amendment procedures.

(b) *Modifications resulting from imposition of remedies.*

The Agreement may be modified under the terms of Article 11 (relating to Remedies and Disputes).

Section 7.02 Required compliance with amendment modification procedures.

No different or additional services, work, or products will be authorized or performed except those that are within scope and that are memorialized in an amendment or modification of the Agreement that is executed in compliance with this article. No waiver of any term, covenant, or condition of the Agreement will be valid unless executed in compliance with this article. CONTRACTOR will not be entitled to payment for any services, work or products that are not authorized by a properly executed Agreement amendment or modification, or through the express authorization of HHSC.

Article 8. Audit and Financial Compliance

Section 8.01 Record retention and audit.

CONTRACTOR must maintain, and require its subcontractors to maintain, supporting information and documents that are adequate to ensure that payments are made and paid in accordance with applicable Federal and State requirements, and are sufficient to ensure the accuracy and validity of CONTRACTOR invoices. These documents, including all original claims forms, will be maintained and retained by CONTRACTOR or its subcontractors for a period of seven years after the date of submission of the final billing or until the resolution of all litigation, claim, financial management review, or audit pertaining to the Agreement, whichever is longer. CONTRACTOR agrees to timely repay any undisputed audit exceptions taken by HHSC in any audit of the Agreement.

Section 8.02 Access to records, books, and documents.

(a) Notice

Upon reasonable notice, CONTRACTOR must provide, and cause its subcontractors to provide, the officials and entities identified in this Section with prompt, reasonable, and adequate access to any records, books, documents, and papers that are directly pertinent to the performance of the Agreement.

(b) Access

CONTRACTOR and its subcontractors must provide the access described in this Section upon HHSC's request. This request may include the following purposes:

- (1) Examination;
- (2) Audit;
- (3) Investigation;
- (4) Contract administration; or
- (5) The making of copies, excerpts, or transcripts.

(c) Entities

The access required must be provided to the following officials or entities:

- (1) The United States Department of Health and Human Services or its designee;
- (2) The Comptroller General of the United States or its designee;
- (3) Medicaid program personnel from HHSC or its designee;
- (4) The Office of Investigations and Enforcement of HHSC;
- (5) Any independent verification and validation contractor or quality assurance contractor, when acting on behalf of HHSC;
- (6) The Office of the State Auditor of Texas or its designee;
- (7) A State or Federal law enforcement agency;
- (8) A special or general investigating committee of the Texas Legislature or its designee; and
- (9) Any other entity identified by HHSC.

(d) Accommodations

CONTRACTOR agrees to provide the access described wherever CONTRACTOR maintains the books, records, and supporting documentation described above. CONTRACTOR further agrees to provide such access in reasonable comfort and to provide any furnishings, equipment, or other conveniences deemed reasonably necessary to fulfill the purposes described in this Section. CONTRACTOR will require its subcontractors to provide comparable access and accommodations.

Upon request, CONTRACTOR must provide copies of the information described in this Section free of charge to HHSC and the entities described in subsection (c).

Section 8.03 Audits and inspections of Services and Deliverables.

Upon notice from HHSC where possible, CONTRACTOR will provide, and will cause its subcontractors to provide, such auditors and inspectors as HHSC may from time to time designate, with access to:

- (1) CONTRACTOR service locations, facilities, or installations;
- (2) CONTRACTOR Software and Equipment; and
- (3) CONTRACTOR records.

CONTRACTOR must provide as part of the Services any assistance that such auditors and inspectors reasonably may require to complete such audits or inspections.

Section 8.04 Response/compliance with audit or inspection findings.

(a) CONTRACTOR must take action to ensure its or a subcontractor's compliance with a correction of any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle relating to the Services and Deliverables or any other deficiency contained in any audit, review, or inspection conducted under the Agreement. This action will include CONTRACTOR'S delivery to HHSC, for HHSC'S approval, a Corrective Action Plan that addresses deficiencies identified in any audit(s), review(s), or inspection(s) within thirty (30) calendar days of the close of the audit(s), review(s), or inspection(s).

(b) CONTRACTOR must bear the expense of compliance with any finding of noncompliance under the Agreement that is:

- (1) Required by a Texas or Federal law, regulation, rule or other audit requirement relating to CONTRACTOR's business;
- (2) Performed by CONTRACTOR as part of the Services and Deliverables; or
- (3) Necessary due to CONTRACTOR's noncompliance with any law, regulation, rule or audit requirement imposed on CONTRACTOR.

(c) As part of the Services, CONTRACTOR must provide to HHSC upon request a copy of those portions of CONTRACTOR's and its subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Agreement.

Section 8.05 Audit of CONTRACTOR fees.

(a) CONTRACTOR will provide, and will cause its subcontractors to provide, to HHSC and its designees access to financial records and supporting documentation reasonably requested by HHSC.

(b) In addition to the normal monthly review and payment of administrative vouchers, HHSC may audit the Fees charged to HHSC to determine whether such Fees are accurate and in accordance with the Agreement.

(c) If, as a result of such audit, HHSC determines that CONTRACTOR has overcharged the State, HHSC will notify CONTRACTOR of the amount of such overcharge and CONTRACTOR will promptly pay to HHSC the amount of the overcharge, plus interest. Interest on such overpayment amount will be calculated from the date of receipt by the CONTRACTOR of the overcharged amount until the date of payment to HHSC, and will be calculated at the Department of Treasury's Median Rate (resulting from the Treasury's auction of 13-week bills) for the week in which liability is assessed, but in no event to exceed the highest lawful rate of interest. In the event any such audit reveals an overcharge to HHSC, CONTRACTOR will reimburse HHSC for the cost of such audit.

Section 8.06 SAO Audit.

The CONTRACTOR understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an investigation in connection with those funds. The CONTRACTOR further agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. The CONTRACTOR will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through CONTRACTOR and the requirement to cooperate is included in any subcontract it awards.

Article 9. Terms and Conditions of Payment

Section 9.01 Rights of set-off.

(a) General right of set-off.

With respect to any undisputed amount that a Party in good faith determines should be reimbursed to it or is otherwise payable to it by the other Party under the Agreement, the Party seeking the set-off may deduct the entire amount owed against the charges otherwise payable or expenses owed to it under the Agreement until such time as the entire amount determined to be owed has been paid.

(b) Duty to make payments.

HHSC will be relieved of its obligation to make any payments to the CONTRACTOR until such time as all set-off amounts have been credited to HHSC and the CONTRACTOR will be relieved of its obligation to make any payments to HHSC until such time as such amounts have been credited to the CONTRACTOR.

Section 9.02 Expenses.

Except as provided in the Agreement, all other expenses incurred by the CONTRACTOR in connection with its provision of the Services or Deliverables will not be reimbursed by HHSC unless agreed to by HHSC. CONTRACTOR will be responsible for payment of all expenses related to salaries, benefits, employment taxes, and insurance for its Staff. In addition, the costs associated with transportation, delivery, and insurance for each Deliverable will be paid by CONTRACTOR.

Section 9.03 Disputed fees.

If HHSC disputes payment of all or any portion of an invoice from the CONTRACTOR, HHSC will notify the CONTRACTOR of the dispute and both Parties will attempt in good faith to resolve the dispute. HHSC will not be required to pay any disputed portion of a CONTRACTOR invoice unless and until the dispute is resolved. Notwithstanding any such dispute, the CONTRACTOR must continue to perform the Services and produce Deliverables in compliance with the terms of the Agreement pending resolution of such dispute so long as all undisputed amounts continue to be paid to CONTRACTOR.

Section 9.04 Liability for taxes.

HHSC is not responsible in any way for the payment of any federal, state or local taxes related to or incurred in connection with the CONTRACTOR'S performance of the Agreement. CONTRACTOR must pay and discharge any and all such taxes, including any penalties and interest. In addition, HHSC is exempt from Federal excise taxes, and will not pay for any personal property taxes or income taxes levied on CONTRACTOR or on any taxes levied on employee wages.

Section 9.05 Liability for employment-related charges and benefits.

CONTRACTOR will perform work under the Agreement as an independent contractor and not as agent or representative of HHSC. CONTRACTOR is solely and exclusively liable for all taxes and employment-related charges incurred in connection with the performance of the Agreement. HHSC will not be liable for any employment-related charges or benefits of CONTRACTOR, such as workers compensation benefits, unemployment insurance and benefits, or fringe benefits.

Section 9.06 No additional consideration.

CONTRACTOR will not be entitled to nor receive from HHSC any additional consideration, compensation, salary, wages, or any other type of remuneration for services rendered under the Agreement. CONTRACTOR will not be entitled by virtue of the Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever. In addition, the costs associated with transportation, delivery, and insurance relating to the CONTRACTOR'S performance of the Agreement will be paid for by the CONTRACTOR.

Section 9.07 No increase in rates.

CONTRACTOR will not increase rates during the term of the Agreement, except as authorized in Article 7.

Article 10. Disclosure and Confidentiality of Information**Section 10.01 Confidentiality.****(a) HHSC Data Use Agreement**

The HHSC Data Use Agreement, Attachment A to these UTCs, is incorporated into the Agreement and describes CONTRACTOR's rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information.

Section 10.02 Requests for public information.

(a) HHSC agrees that it will promptly notify CONTRACTOR of a request for disclosure of public information filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552, which consists of the CONTRACTOR's Confidential Information, including information to which CONTRACTOR believes it has a proprietary or commercial interest. HHSC will deliver a copy of the request for public information to CONTRACTOR.

(b) With respect to any information that is the subject of a request for disclosure, CONTRACTOR is required to demonstrate to the Texas Office of Attorney General the specific reasons why the requested information is confidential or otherwise excepted from required public disclosure under law. CONTRACTOR will provide HHSC with copies of all such communications.

(c) CONTRACTOR must make information defined as public information not otherwise excepted from disclosure under the Texas Public Information Act, Texas Government Code Chapter 552, available to HHSC in a format agreeable to HHSC, accessible by the public, and at no additional charge to HHSC.

(d) To the extent authorized under the Texas Public Information Act, HHSC agrees to safeguard from disclosure information received from CONTRACTOR that the CONTRACTOR believes to be Confidential Information. CONTRACTOR must clearly mark such information as Confidential Information or provide written notice to HHSC that it considers the information confidential.

(e) To the extent allowed under the Texas Public Information Act, Texas Government Code Chapter 552, CONTRACTOR agrees that any consultant reports received by HHSC in connection with the Agreement, may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the legislature.

Section 10.03 Privileged Work Product.

(a) CONTRACTOR acknowledges that HHSC asserts that Privileged Work Product may be prepared in anticipation of litigation and that CONTRACTOR is performing the Services with respect to Privileged Work Product as an agent of HHSC, and that all matter related thereto is protected from disclosure by the Texas Rules of Civil Procedure, Texas Rules of Evidence, Federal Rules of Civil Procedure, or Federal Rules of Evidence.

(b) HHSC will notify CONTRACTOR of any Privileged Work Product to which CONTRACTOR has or may have access. After the CONTRACTOR is notified or otherwise becomes aware that such documents, data, database, or communications are Privileged Work Product, only CONTRACTOR personnel for whom such access is necessary for the purposes of providing the Services may have access to Privileged Work Product.

(c) If CONTRACTOR receives notice of any judicial or other proceeding seeking to obtain access to HHSC's Privileged Work Product, CONTRACTOR will:

- (1) Immediately notify HHSC; and
- (2) Use all reasonable efforts to resist providing such access.

(d) If CONTRACTOR resists disclosure of HHSC's Privileged Work Product in accordance with this Section, HHSC will, to the extent authorized under Civil Practices and Remedies Code or other applicable State law, have the right and duty (i) to represent CONTRACTOR in such resistance; (ii) to retain counsel to so represent CONTRACTOR; or (iii) to reimburse CONTRACTOR for reasonable attorneys' fees and expenses incurred in resisting such access. HHSC will make the sole determination as to which of the preceding duties it will undertake.

(e) If a court of competent jurisdiction orders CONTRACTOR to produce documents, disclose data, or otherwise breach Contractor's confidentiality obligations or maintenance obligations regarding the confidentiality, proprietary nature, and secrecy of Privileged Work Product, CONTRACTOR will not be liable for breach of such obligation.

Section 10.04 Unauthorized acts.

Each Party agrees to:

- (1) Notify the other Party promptly of any unauthorized possession, use, or knowledge, or attempt thereof, of any of the other Party's Confidential Information by any person or entity that may become known to it;
- (2) Promptly furnish to the other Party full details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist the other Party in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Confidential Information;
- (3) Cooperate with the other Party in any litigation and investigation against third Parties deemed necessary by such Party to protect its proprietary rights; and
- (4) Promptly prevent a reoccurrence of any such unauthorized possession, use, or knowledge of Confidential Information.

Section 10.05 Legal action.

A party may not commence any legal action or proceeding with a third party with respect to any unauthorized possession, use, or knowledge, or attempt thereof, of the other Party's Confidential Information by any person or entity, if that action or proceeding identifies the other Party or its Confidential Information without such Party's consent.

Article 11. Remedies and Disputes

Section 11.01 Understanding and expectations.

The remedies described in this Article are directed to CONTRACTOR's timely and responsive performance of the Services and Deliverables, and to the creation of a flexible and responsive relationship between the Parties.

Section 11.02 Tailored remedies.

(a) Understanding of the Parties.

CONTRACTOR agrees and understands that HHSC may pursue tailored contractual remedies for noncompliance with the Agreement. At any time and at its discretion, HHSC may impose or pursue one or more remedies for each item of noncompliance and will determine remedies on a case-by-case basis. HHSC's pursuit or non-pursuit of a tailored remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity.

(b) Notice and opportunity to cure for non-material breach.

(1) HHSC will notify CONTRACTOR in writing of specific areas of CONTRACTOR performance that fail to meet performance expectations, standards, or schedules, but that, in the determination of HHSC, do not result in a material deficiency or delay in the implementation or operation of the Services.

(2) CONTRACTOR will, within three business days (or another date approved by HHSC) of receipt of written notice of a non-material deficiency, provide HHSC a written response that:

(A) Explains the reasons for the deficiency, CONTRACTOR's plan to address or cure the deficiency, and the date and time by which the deficiency will be cured; or

(B) If CONTRACTOR disagrees with HHSC's findings, explains its reasons for disagreeing with HHSC's findings.

(3) CONTRACTOR's proposed cure of a non-material deficiency is subject to the approval of HHSC. CONTRACTOR's repeated commission of non-material deficiencies or repeated failure to resolve any such deficiencies may be regarded by HHSC as a material deficiency and entitle HHSC to pursue any other remedy provided in the Agreement or any other appropriate remedy HHSC may have at law or equity.

(c) *Corrective action plan.*

(1) At its option, HHSC may require CONTRACTOR to submit to HHSC a detailed written plan (the "Corrective Action Plan") to correct or resolve a material deficiency or breach of the Agreement.

(2) The Corrective Action Plan must provide:

- (A) A detailed explanation of the reasons for the cited deficiency;
- (B) CONTRACTOR's assessment or diagnosis of the cause;
- (C) A specific proposal to cure or resolve the deficiency; and
- (D) CONTRACTOR's timeline for cure or resolution of the deficiency

(3) The Corrective Action Plan must be submitted by the deadline set forth in HHSC's request for a Corrective Action Plan. The Corrective Action Plan is subject to approval by HHSC, which will not be withheld unreasonably.

(4) HHSC will notify CONTRACTOR in writing of HHSC's final disposition of HHSC's concerns regarding the Corrective Action Plan. If HHSC accepts CONTRACTOR's proposed Corrective Action Plan, HHSC may:

- (A) Condition such approval on completion of tasks in the order or priority that HHSC may prescribe;
- (B) Disapprove portions of CONTRACTOR's proposed Corrective Action Plan; or
- (C) Require additional or different corrective action(s).

(5) At any time during this remedial process, HHSC reserves the right to:

- (A) Suspend all, or part of, the Agreement, and to withhold further payment for the suspended portions of the Agreement; or
- (B) Prohibit CONTRACTOR from incurring additional obligations of funds during investigation of the pending corrective action, if necessary, by CONTRACTOR or a decision by HHSC to terminate the Agreement for cause.

(6) If HHSC rejects CONTRACTOR's written explanation or proposed Corrective Action Plan, HHSC may issue a Stop Work Order to CONTRACTOR or any of its subcontractors or suppliers. HHSC may delay the implementation of the Stop Work Order if it affects the completion of any of the Services in accordance with the approved schedule or work plan.

(7) HHSC's acceptance of a Corrective Action Plan under this Section will not:

- (A) Excuse CONTRACTOR's prior substandard performance;
- (B) Relieve CONTRACTOR of its duty to comply with performance standards; or
- (C) Prohibit HHSC from assessing additional tailored remedies or pursuing other appropriate remedies for continued substandard performance.

(d) *Administrative remedies.*

(1) At its discretion, HHSC may impose one or more of the following remedies for each item of noncompliance and will determine the scope and severity of the remedy on a case-by-case basis:

- (A) Assess liquidated damages in accordance with the terms of the Agreement if provided in the Agreement;
- (B) Conduct accelerated monitoring of the CONTRACTOR. Accelerated monitoring includes more frequent or more extensive monitoring by HHSC or its agent;
- (C) Require additional, more detailed, financial or programmatic reports to be submitted by CONTRACTOR;
- (D) Decline to renew or extend the Agreement;
- (E) Withhold or recoup payment for the noncompliant Service or Deliverable; or
- (F) Terminate the Agreement in accordance with Section 11.03.

(2) For purposes of the Agreement, an item of noncompliance means a specific action of CONTRACTOR that:

- (A) Violates a provision of the Agreement;
- (B) Fails to meet an agreed measure of performance; or
- (C) Represents a failure of CONTRACTOR to be reasonably responsive to a reasonable request of HHSC relating to the Services and Deliverables for information, assistance, or support within the timeframe specified by HHSC.

(3) HHSC will provide notice to CONTRACTOR of the imposition of an administrative remedy in accordance with this Section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require CONTRACTOR to file a written response as part of the Tailored Remedy approach.

(4) The Parties agree that a State or Federal statute, rule, regulation, or Federal guideline will prevail over the provisions of this Section unless the statute, rule, regulation, or guidelines can be read together with this Section to give effect to both.

(e) *Damages.*

(1) HHSC will be entitled to actual and consequential damages resulting from the CONTRACTOR's failure to comply with any of the terms of the Agreement.

(2) In some cases, the actual damage to HHSC or the State of Texas as a result of CONTRACTOR's failure to meet any aspect of the responsibilities of the Agreement or to meet specific performance standards set forth in the Agreement are difficult or impossible to determine with precise accuracy. Therefore, liquidated damages may be assessed in writing against and paid by the CONTRACTOR for failure to meet any aspect of the responsibilities of the Agreement or to meet the specific performance standards identified by the HHSC. Liquidated damages may be assessed if HHSC determines such failure is the fault of the CONTRACTOR (including the CONTRACTOR's subcontractors or consultants) and is not materially caused or contributed to by HHSC or its agents. If at any time, HHSC determines the CONTRACTOR has not met any aspect of the responsibilities of the Agreement or the specific performance standards due to mitigating circumstances, HHSC reserves the right to waive all or part of the liquidated damages. All such waivers must be in writing, contain the reasons for the waiver, and be signed by the appropriate executive of HHSC.

(a) The liquidated damages prescribed in this Section are not intended to be in the nature of a penalty, but are intended to be reasonable estimates of HHSC's projected financial loss and damage resulting from the CONTRACTOR's nonperformance, including financial loss as a result of project delays. Accordingly, in the event CONTRACTOR fails to perform in accordance with the Agreement, HHSC may assess liquidated damages as provided in this Section.

(3) If CONTRACTOR fails to perform any of the Services described in the Agreement, HHSC may assess liquidated damages for each occurrence of a liquidated damages event, to the extent consistent with HHSC's tailored approach to remedies and Texas law.

(4) HHSC may elect to collect liquidated damages:

(A) Through direct assessment and demand for payment delivered to CONTRACTOR; or

(B) By deduction of amounts assessed as liquidated damages as set-off against payments then due to CONTRACTOR for the Services or Deliverables or that become due at any time after assessment of the liquidated damages. HHSC will make deductions until the full amount payable by the CONTRACTOR is received by the State.

(f) *Equitable Remedies*

(1) CONTRACTOR acknowledges that, if CONTRACTOR breaches (or attempts or threatens to breach) its obligation under the Agreement, the State will be irreparably harmed. In such a circumstance, HHSC may proceed directly to court.

(2) If a court of competent jurisdiction finds that CONTRACTOR breached (or attempted or threatened to breach) any such obligations, CONTRACTOR agrees that without any additional findings of irreparable injury or other conditions to injunctive relief, it will not oppose the entry of an appropriate order compelling performance by CONTRACTOR and restraining it from any further breaches (or attempted or threatened breaches).

(g) *Suspension of Agreement*

(1) HHSC may suspend performance of all or any part of the Agreement if:

(A) HHSC determines that CONTRACTOR has committed a material breach of the Agreement;

(B) HHSC has reason to believe that CONTRACTOR has committed, assisted in the commission of, or failed to take appropriate action concerning fraud, abuse, malfeasance, misfeasance, or nonfeasance by any party concerning the Agreement; or

(C) HHSC determines that suspension of the Agreement in whole or in part is convenient or in the best interests of the State of Texas or the HHSC Programs.

(2) HHSC will notify CONTRACTOR in writing of its intention to suspend the Agreement in whole or in part. Such notice will:

(A) Be delivered in writing to CONTRACTOR;

(B) Include a concise description of the facts or matter leading to HHSC's decision; and

(C) Unless HHSC is suspending the contract for convenience, request a Corrective Action Plan from CONTRACTOR or describe actions that CONTRACTOR must take to avoid the contemplated suspension of the Agreement.

Section 11.03 Termination of Agreement.

In addition to other provisions of this article allowing termination, the Agreement will terminate upon the expiration date unless extended in accordance with the terms of the Agreement, or terminated sooner under the terms of the Agreement. Prior to completion of the Initial Term and any extensions or renewal thereof, all or a part of the Agreement may be terminated for any of the following reasons:

(a) *Termination by mutual agreement of the Parties.*

The Agreement may be terminated by mutual agreement of the Parties. Such agreement must be in writing.

(b) *Termination in the best interest of the State.*

HHSC may terminate the Agreement at any time when, in its sole discretion, HHSC determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

(c) *Termination for cause.*

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, HHSC may terminate the Agreement, in whole or in part, upon the following conditions:

(1) *Assignment for the benefit of all or substantially all of its creditors, appointment of receiver, or inability to pay debts.*

HHSC may terminate the Agreement if CONTRACTOR:

(A) Makes an assignment for the benefit of its creditors;

(B) Admits in writing its inability to pay its debts generally as they become due; or

(C) Consents to the appointment of a receiver, trustee, or liquidator of CONTRACTOR or of all or any part of its property.

(2) *Failure to adhere to laws, rules, ordinances, or orders.*

HHSC may terminate the Agreement if a court of competent jurisdiction finds CONTRACTOR failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of CONTRACTOR's duties under the Agreement.

(3) *Breach of confidentiality.*

HHSC may terminate the Agreement if CONTRACTOR breaches confidentiality obligations with respect to the Services and Deliverables provided under the Agreement.

(4) *Failure to maintain adequate personnel or resources.*

HHSC may terminate the Agreement if, after providing notice and an opportunity to correct, HHSC determines that CONTRACTOR has failed to supply personnel or resources and such failure results in CONTRACTOR's inability to fulfill its duties under the Agreement.

(5) *Termination for gifts and gratuities.*

(A) HHSC may terminate the Agreement following the determination by a competent judicial or quasi-judicial authority and CONTRACTOR's exhaustion of all legal remedies that CONTRACTOR, its employees, agents or representatives have either offered or given anything of value to an officer or employee of HHSC or the State of Texas in violation of state law.

(B) CONTRACTOR must include a similar provision in each of its subcontracts and will enforce this provision against a subcontractor who has offered or given anything of value to any of the persons or entities described in this Section, whether or not the offer or gift was in CONTRACTOR's behalf.

(C) Termination of a subcontract by CONTRACTOR under this provision will not be a cause for termination of the Agreement unless:

(1) CONTRACTOR fails to replace such terminated subcontractor within a reasonable time.

(D) For purposes of this Section, a "thing of value" means any item of tangible or intangible property that has a monetary value of more than \$50.00 and includes, but is not limited to, cash, food, lodging, entertainment, and charitable contributions. The term does not include contributions to holders of public office or candidates for public office that are paid and reported in accordance with State or Federal law.

(6) *Termination for non-appropriation of funds.*

Notwithstanding any other provision of the Agreement, if funds for the continued fulfillment of the Agreement by HHSC are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then HHSC will have the right to terminate the Agreement at no additional

cost and with no penalty whatsoever. HHSC will make best efforts to provide reasonable written advance notice to CONTRACTOR upon learning that funding for the Agreement may be discontinued.

(7) Termination for lack of financial viability.

HHSC may terminate the Agreement if, in its sole discretion, HHSC has a good faith belief that CONTRACTOR no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform the Agreement.

(8) Judgment and execution.

(A) HHSC may terminate the Agreement if judgment for the payment of money in excess of \$500,000.00 that is not covered by insurance, is rendered by any court or governmental body against CONTRACTOR, and CONTRACTOR does not:

- (1) Discharge the judgment or provide for its discharge in accordance with the terms of the judgment;
- (2) Procure a stay of execution of the judgment within 30 days from the date of entry thereof; or
- (3) Perfect an appeal of such judgment and cause the execution of such judgment to be stayed during the appeal, providing such financial reserves as may be required under generally accepted accounting principles.

(B) If a writ or warrant of attachment or any similar process is issued by any court against all or any material portion of the property of CONTRACTOR, and such writ or warrant of attachment or any similar process is not released or bonded within 30 days after its entry, HHSC may terminate the Agreement in accordance with this Section.

(8) Termination for CONTRACTOR's material breach of the Agreement.

HHSC will have the right to terminate the Agreement in whole or in part if HHSC determines, at its sole discretion, that CONTRACTOR has materially breached the Agreement.

Section 11.04 Effective date of termination.

Except as otherwise provided in the Agreement, termination will be effective as of the date specified in the notice of termination.

Section 11.05 Extension of termination effective date.

HHSC may extend the effective date of termination one or more times as it elects, in its sole discretion.

Section 11.06 Payment and other provisions at Agreement termination.

(a) If HHSC terminates the Agreement, HHSC will pay CONTRACTOR on the effective date of termination (or as soon as possible thereafter taking into account appropriation and fund accounting requirements) any undisputed amounts due for all completed, approved, and accepted Services or Deliverables.

(b) HHSC further agrees to negotiate in good faith with CONTRACTOR to equitably adjust and settle any accrued or outstanding liabilities for any unaccepted Service or deliverable and Change Order Requests that

- (1) Is due or delivered prior to or upon contract termination;
- (2) Is complete or substantially complete, or for which CONTRACTOR can document to the satisfaction of HHSC substantial progress; and
- (3) Benefits HHSC or the State of Texas, notwithstanding its unaccepted status.

(c) CONTRACTOR must provide HHSC all reasonable access to records, facilities, and documentation as is required to efficiently and expeditiously close out the Services under the Agreement.

(d) CONTRACTOR must prepare a turnover plan, which is acceptable to and approved by HHSC. That turnover plan will be implemented during the time period between receipt of notice and the termination date.

Section 11.07 Modification of Agreement in the event of remedies.

HHSC may propose a modification of the Agreement in response to the imposition of a remedy under this article. Any modifications under this Section must be reasonable, limited to the matters causing the exercise of a remedy, within the scope of the Agreement, and in writing. CONTRACTOR must negotiate such proposed modifications in good faith.

Section 11.08 Turnover assistance.

Upon receipt of notice of termination of the Agreement by HHSC, CONTRACTOR will provide any turnover assistance reasonably necessary to enable HHSC or its designee to effectively close out the Agreement and move the work to another vendor or to perform the work by itself.

Section 11.09 Rights upon termination or expiration of Agreement.

In the event that the Agreement is terminated for any reason, or upon its expiration, HHSC will, at HHSC's discretion, retain ownership of any and all associated work products, Deliverables or Documentation in whatever form that they exist.

Section 11.10 CONTRACTOR responsibility for associated costs.

If HHSC terminates the Agreement for Cause, the CONTRACTOR will be responsible to HHSC for all costs incurred by HHSC, the State of Texas, or any of its administrative agencies to replace the CONTRACTOR. These costs include, but are not limited to, the costs of procuring a substitute vendor and the cost of any claim or litigation that is reasonably attributable to CONTRACTOR's failure to perform any Service in accordance with the terms of the Agreement

Section 11.11 Dispute resolution.

(a) General agreement of the Parties.

The Parties mutually agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Agreement. The Parties mutually commit to using all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in this Article, unless HHSC immediately terminates the Agreement in accordance with the terms and conditions of the Agreement.

(b) Duty to negotiate in good faith.

Any dispute that in the judgment of any Party to the Agreement may materially or substantially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute and the Parties will not resort to any formal proceedings unless they have reasonably determined that a negotiated resolution is not possible and notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days.

(c) Claims for breach of Agreement.

(1) *General requirement.* As required by Chapter 2260, Government Code, CONTRACTOR's claim for breach of the Agreement must resolved in accordance with the dispute resolution process established by HHSC in accordance with Chapter 2260, Government Code.

(2) *Negotiation of claims.* The Parties agree that the CONTRACTOR's claim for breach of the Agreement that the Parties cannot resolve in the ordinary course of business or through the use of all reasonable and informal means will be submitted to the negotiation process provided in Chapter 2260, Subchapter B, Government Code.

(A) To initiate the process, CONTRACTOR must submit written notice to HHSC that states that CONTRACTOR invokes the provisions of Chapter 2260, Subchapter B, Government Code. The notice must comply with the requirements of Title 1, Chapter 392, Subchapter B of the Texas Administrative Code.

(B) The Parties agree that the CONTRACTOR's compliance with Chapter 2260, Subchapter B, Government Code, will be a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.

(3) *Contested case proceedings.* The contested case process provided in Chapter 2260, Subchapter C, Government Code, will be CONTRACTOR's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by HHSC if the Parties are unable to resolve their disputes under Subsection (c)(2) of this Section.

(A) The Parties agree that compliance with the contested case process provided in Chapter 2260, Subchapter C, Government Code, will be a condition precedent to seeking consent to sue from the Texas Legislature under Chapter 107, Civil Practices & Remedies Code. Neither the execution of the Agreement by HHSC nor any other conduct of any representative of HHSC relating to the Agreement will be considered a waiver of the State's sovereign immunity to suit.

(4) *HHSC rules.* The submission, processing and resolution of CONTRACTOR's claim is governed by the rules adopted by HHSC under Chapter 2260, Government Code, found at Title 1, Chapter 392, Subchapter B of the Texas Administrative Code.

(5) *CONTRACTOR's duty to perform.* Neither the occurrence of an event constituting an alleged breach of contract nor the pending status of any claim for breach of contract is grounds for the suspension of performance, in whole or in part, by CONTRACTOR of any duty or obligation with respect to the performance of the Agreement. Any changes to the Agreement as a result of a Dispute Resolution will be implemented in accordance with Article 8, Amendments, Modifications and Change Order Requests.

Section 11.12 Liability of CONTRACTOR.

(a) CONTRACTOR bears all risk of loss or damage due to:

- (1) Defects in products, Services or Deliverables;
- (2) Unfitness or obsolescence of products, Services or Deliverables; or

(3) The negligence or intentional misconduct of CONTRACTOR or its employees, agents, subcontractors, or representatives.

(b) **CONTRACTOR MUST, AT THE CONTRACTOR'S OWN EXPENSE, DEFEND WITH COUNSEL APPROVED BY THE STATE, INDEMNIFY, AND HOLD HARMLESS THE STATE AND STATE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS AND AGENTS FROM AND AGAINST ANY LOSSES, LIABILITIES, DAMAGES, PENALTIES, COSTS, FEES, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES, AND EXPENSES FROM ANY CLAIM OR ACTION FOR PROPERTY DAMAGE, BODILY INJURY OR DEATH, TO THE EXTENT CAUSED BY OR ARISING FROM THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE CONTRACTOR AND ITS EMPLOYEES, OFFICERS, AGENTS, OR SUBCONTRACTORS.**

(c) CONTRACTOR will not be liable to HHSC for any loss, damages or liabilities attributable to or arising from:

(1) The failure of HHSC or any state agency or HHSC CONTRACTOR to perform a service or activity in connection with the Agreement; or

(2) CONTRACTOR's prudent and diligent performance of the Services in compliance with instructions given by HHSC in accordance with Section 1.03 (relating to implied authority) and Section 3.03 (relating to delegation of authority) of the Agreement.

(d) CONTRACTOR will ship all Equipment and Software purchased and Third Party Software licensed under the Agreement, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the Equipment and Software and hazards of transportation. Regardless of FOB point, CONTRACTOR agrees to bear all risks of loss, damage, or destruction of Deliverables, in whole or in part, ordered hereunder that occurs prior to Acceptance, except loss or damage attributable to HHSC's fault or negligence; and such loss, damage, or destruction will not release CONTRACTOR from any obligation hereunder. After Acceptance, the risk of loss or damage will be borne by HHSC, except loss or damage attributable to CONTRACTOR's fault or negligence.

Article 12. Assurances and Certifications

Section 12.01 Proposal certifications.

CONTRACTOR acknowledges its continuing obligation to comply with the requirements of any certifications contained in the Agreement, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

Section 12.02 Conflicts of interest.

(a) *Representation.*

CONTRACTOR agrees to comply with applicable state and federal laws, rules, and regulations regarding conflicts of interest in the performance of its duties under the Agreement. CONTRACTOR warrants that it, its subcontractors, and employees, officers, directors and agents of Contractor and Contractor's subcontractors have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with its performance under the Agreement.

(b) *General duty regarding conflicts of interest.*

CONTRACTOR will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. CONTRACTOR will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to the activities conducted under the Agreement with the State of Texas.

Section 12.03 Organizational conflicts of interest.

(a) *Definition.*

An organizational conflict of interest is a set of facts or circumstances, a relationship, or other situation under which a contractor, or a subcontractor has past, present, or currently planned personal or financial activities or interests that either directly or indirectly:

- (1) Impairs or diminishes the offeror's, contractor's, or subcontractor's ability to render impartial or objective assistance or advice to HHSC; or
- (2) Provides the contractor or subcontractor an unfair competitive advantage in future HHSC procurements.

(b) *Warranty.*

Except as otherwise disclosed and approved by HHSC prior to the Effective Date of the Contract, CONTRACTOR warrants that, as of the Effective Date and to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to organizational conflict of interest affecting the Agreement.

CONTRACTOR affirms that it has neither given, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, at any time during the procurement process or in connection with the procurement process except as allowed under relevant state and federal law.

(c) *Continuing duty to disclose.*

(1) CONTRACTOR agrees that, if after the Effective Date, CONTRACTOR discovers is made aware of an organizational conflict of interest, CONTRACTOR will immediately and fully disclose such interest in writing to the HHSC project manager. In addition, CONTRACTOR must promptly disclose any relationship that might be perceived or represented as a conflict after its discovery by CONTRACTOR or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of conflicts of interest, and CONTRACTOR agrees to abide by HHSC's decision.

(2) The disclosure will include a description of the action(s) that CONTRACTOR has taken or proposes to take to avoid or mitigate such conflicts.

(d) *Remedy.*

If HHSC determines that an organizational conflict of interest exists, HHSC may, at its discretion, terminate the contract. If HHSC determines that CONTRACTOR was aware of an organizational conflict of interest before the award of the Agreement and did not disclose the conflict to the contracting officer, such nondisclosure will be considered a material breach of the Agreement. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or Federal law enforcement officials for further action.

(e) *Flow down obligation.*

CONTRACTOR must include the provisions of this Section 12.03 in all subcontracts for work to be performed similar to the service provided by CONTRACTOR, and the terms "Agreement," "CONTRACTOR," and "project manager" modified appropriately to preserve the State's rights.

Section 12.04 HHSC personnel recruitment prohibition.

CONTRACTOR has not retained or promised to retain any person or company, or utilized or promised to utilize a consultant that participated in HHSC's development of specific criteria of the Agreement or who participated in the selection of the CONTRACTOR for the Agreement.

CONTRACTOR will not recruit or employ any HHSC professional or technical personnel who have worked on projects relating to the subject matter of the Agreement, or who have had any influence on decisions affecting the subject matter of the Agreement, for two (2) years following the completion of the Agreement.

Section 12.05 Anti-kickback provision.

CONTRACTOR certifies that it will comply with the Anti-Kickback Act of 1986, 41 USC §51-58 and Federal Acquisition Regulation 52.203-7.

Section 12.06 Debt or back taxes owed to the State of Texas.

In accordance with Section 403.055 of the Government Code, CONTRACTOR agrees that any payments due to CONTRACTOR under the Agreement will be first applied toward any debt or back taxes CONTRACTOR owes the State of Texas. CONTRACTOR further agrees that payments will be so applied until such debts and back taxes are paid in full.

Section 12.07 Certification regarding status of license, certificate, or permit.

Article IX, Section 163 of the General Appropriations Act for the 1998/1999 state fiscal biennium prohibits an agency that receives an appropriation under either Article II or V of the General Appropriations Act from awarding an Agreement with the owner, operator, or administrator of a facility that has had a license, certificate, or permit revoked by another Article II or V agency. CONTRACTOR certifies it is not ineligible for an award under this provision.

Section 12.08 Outstanding debts and judgments.

CONTRACTOR certifies that it is not presently indebted to the State of Texas, and that CONTRACTOR is not subject to an outstanding judgment in a suit by the State of Texas against CONTRACTOR for collection of the balance. For purposes of this Section, an indebtedness is any amount sum of money that is due and owing to the State of Texas and is not currently under dispute. A false statement regarding CONTRACTOR's status will be treated as a material breach of the Agreement and may be grounds for termination at the option of HHSC.

Section 12.09 Anti-trust.

In submitting a proposal, and in accepting the Contract or purchase order, Contractor certifies and agrees as follows:

(1) Neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

(a) violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or

(b) directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

(2) CONTRACTOR assigns to HHSC all of CONTRACTOR's rights, title, and interest in and to all claims and causes of action CONTRACTOR may have under the antitrust laws of Texas or the United States for overcharges associated with this contract.

Article 13. Representations and Warranties

Section 13.01 Authorization.

(a) The execution, delivery and performance of the Agreement has been duly authorized by CONTRACTOR and no approval, authorization or consent of any governmental or regulatory agency is required to be obtained in order for CONTRACTOR to enter into the Agreement and perform its obligations under the Agreement.

(b) CONTRACTOR has obtained and will maintain all licenses, certifications, permits, and authorizations necessary to perform the Services under the Agreement and currently is in good standing with all regulatory agencies that regulate any or all aspects of CONTRACTOR's performance of the Agreement. CONTRACTOR will maintain all required certifications, licenses, permits, and authorizations to remain in good standing during the term of the Agreement.

Section 13.02 Ability to perform.

CONTRACTOR warrants that it has the financial resources to fund the capital expenditures required under the Agreement without advances by HHSC or assignment of any payments by HHSC to a financing source.

Section 13.03 Workmanship and performance.

(a) All Services and Deliverables provided under the Agreement will be provided in a manner consistent with the standards of quality and integrity as outlined in the Agreement, the Solicitation, and CONTRACTOR's Proposal.

(b) All Services and Deliverables must meet or exceed the required levels of performance specified in or under the Agreement, and will meet or exceed HHSC's Missions and Objectives, as set forth in the Solicitation.

(c) CONTRACTOR will perform the Services in a workmanlike manner, in accordance with best practices and high professional standards used in well-managed operations performing services similar to the services described in the Agreement.

Section 13.04 Warranty of deliverables.

CONTRACTOR warrants that Deliverables developed and delivered under the Agreement will meet the specifications as described in the Agreement during the period following its acceptance by HHSC, through the term of the Agreement, including any extensions as provided in the Agreement, that are subsequently negotiated by CONTRACTOR and HHSC. CONTRACTOR will promptly repair or replace any such Deliverables not in compliance with this warranty at no charge to HHSC.

Section 13.05 Manufacturers' warranties.

CONTRACTOR assigns to HHSC all of the manufacturers' warranties and indemnities relating to all products, including without limitation, Third Party Software to the extent CONTRACTOR is permitted by the manufacturers to make such assignments to HHSC. Such assignment is subject to all of the terms and conditions imposed by the manufacturers with respect thereto.

Section 13.06 Compliance with Agreement.

CONTRACTOR will not take any action substantially or materially inconsistent with any of the terms and conditions set forth in the Agreement without the written approval of HHSC.

Article 14. Intellectual Property

Section 14.01 Infringement and misappropriation.

(a) CONTRACTOR warrants that all Deliverables provided by CONTRACTOR will not infringe or misappropriate any right of, and will be free of any claim of, any third person or entity based on copyright, patent, trade secret, or other intellectual property rights.

(b) **CONTRACTOR WILL, AT ITS EXPENSE, DEFEND WITH COUNSEL APPROVED BY HHSC, INDEMNIFY, AND HOLD HARMLESS HHSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, AND AGENTS FROM AND AGAINST ANY LOSSES, LIABILITIES, DAMAGES, PENALTIES, COSTS, FEES, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND EXPENSES, FROM ANY CLAIM OR ACTION AGAINST HHSC THAT IS BASED ON A CLAIM OF BREACH OF THE WARRANTY SET FORTH IN THE PRECEDING PARAGRAPH. HHSC WILL PROMPTLY NOTIFY CONTRACTOR IN WRITING OF THE CLAIM, PROVIDE CONTRACTOR A COPY OF ALL INFORMATION RECEIVED BY HHSC WITH RESPECT TO THE CLAIM, AND COOPERATE WITH CONTRACTOR IN DEFENDING OR SETTLING THE CLAIM.**

(c) In case the Deliverables, or any one or part thereof, is in such action held to constitute an infringement or misappropriation, or the use thereof is enjoined or restricted or if a proceeding appears to CONTRACTOR to be likely to be brought, CONTRACTOR will, at its own expense, either:

- (1) Procure for HHSC the right to continue using the Deliverables; or
- (2) Modify or replace the Deliverables to comply with the Specifications and to not violate any intellectual property rights.

If neither of the alternatives set forth in (1) or (2) above are available to the CONTRACTOR on commercially reasonable terms, CONTRACTOR may require that HHSC return the allegedly infringing Deliverable(s) in which case CONTRACTOR will refund all amounts paid for all such Deliverables and reimburse HHSC for any related direct and indirect damages incurred by HHSC due to the infringing Deliverable(s).

Section 14.02 Exceptions.

CONTRACTOR is not responsible for any claimed breaches of the warranties set forth in Section 14.01 to the extent caused by:

- (a) Modifications made to the item in question by anyone other than CONTRACTOR or its subcontractors or HHSC or its Contractors working at CONTRACTOR's direction or in accordance with the specifications; or
- (b) The combination, operation, or use of the item with other items if CONTRACTOR did not supply or approve for use with the item; or
- (c) HHSC's failure to use any new or corrected versions of the item made available by CONTRACTOR.

Article 15. Liability

Section 15.01 Property damage.

(a) CONTRACTOR will protect HHSC's real and personal property from damage arising from CONTRACTOR's, its agent's, employees' and subcontractors' performance of the Agreement, and CONTRACTOR will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by CONTRACTOR's, its agents', employees' or subcontractors' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, CONTRACTOR will notify the HHSC Project Manager thereof and, subject to direction from the Project Manager or her or his designee, will take all reasonable steps to protect that property from further damage.

(b) CONTRACTOR agrees to observe and require its employees and agents to observe safety measures and proper operating procedures at HHSC sites at all times.

(c) CONTRACTOR will distribute a policy statement to all of its employees and agents that directs the employee or agent to immediately report to HHSC or to CONTRACTOR any special defect or unsafe condition encountered while on HHSC premises. CONTRACTOR will immediately report to HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

Section 15.02 Risk of Loss.

During the period Deliverables are in transit and in possession of CONTRACTOR, its carriers or HHSC prior to being accepted by HHSC, CONTRACTOR will bear the risk of loss or damage thereto, unless such loss or damage is caused by the negligence or intentional misconduct of HHSC. After HHSC accepts a Deliverable, the risk of loss or damage to the Deliverable will be borne by HHSC, except loss or damage attributable to the negligence or intentional misconduct of CONTRACTOR's agents, employees or subcontractors.

Section 15.03 Limitation of HHSC's Liability.

HHSC WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER LEGAL THEORY. THIS WILL APPLY REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF HHSC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

HHSC'S LIABILITY TO CONTRACTOR UNDER THE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES TO BE PAID BY HHSC TO CONTRACTOR UNDER THE AGREEMENT, INCLUDING CHANGE ORDER REQUEST PRICES AGREED TO BY THE PARTIES OR OTHERWISE ADJUDICATED.

Article 16. Special Terms and Conditions

Section 16.01 HHSC Data Use Agreement Not Required

The HHSC Data Use Agreement is not required to be incorporated into the Agreement because:

☐ CONTRACTOR does not Access Confidential Information; or

☐ CONTRACTOR accesses Other Confidential Information as defined in the Agreement and CONTRACTOR agrees:

CONTRACTOR and all subcontractors, consultants, or agents under the Agreement will treat all information that is obtained through performance of the Services under the Agreement, including, but not limited to, information relating to applicants or recipients of HHSC Programs as Other Confidential Information to the extent that such information is considered Other Confidential Information in the Agreement.

(a) CONTRACTOR is responsible for understanding the degree to which information obtained through performance of the Agreement is confidential under state and federal law, regulations, or administrative rules as applicable.

(b) CONTRACTOR and all subcontractors, consultants, or agents under the Agreement will not use any information obtained through performance of the Agreement in any manner except as is necessary to the proper discharge of obligations and securing of rights under the Agreement.

(c) CONTRACTOR will have a system in effect to protect all records, documents, or Other Confidential Information under the Agreement that is obtained or maintained in connection with the activities funded under the Agreement. Any disclosure or transfer of Other Confidential Information by CONTRACTOR, including information required by HHSC, will be in accordance with the Agreement. If the CONTRACTOR receives a request for information deemed Other Confidential Information under the Agreement, CONTRACTOR will immediately notify the State of the request, and will make reasonable efforts to protect the information from public disclosure until further instructed by HHSC.

(d) In addition to the requirements stated in this Section, CONTRACTOR must comply with any policy, rule, or reasonable requirement of HHSC that relates to the safeguarding or disclosure of Other Confidential Information relating to HHSC Programs recipients, CONTRACTOR'S operations, or the CONTRACTOR performance of the Agreement.

(e) Upon expiration of the Agreement, or termination of the Agreement for any reason, all Other Confidential Information of a Party disclosed to, and all copies made by the other Party, will be returned to the disclosing Party or, at the disclosing Party's option, erased or destroyed, subject to laws governing the destruction of public information. The recipient of the Other Confidential Information must provide the disclosing Party certificates evidencing this erasure or destruction.

(f) CONTRACTOR will immediately report to HHSC any and all unauthorized disclosures or uses of Other Confidential Information upon it or its subcontractor(s), consultant(s), or agent(s) becoming aware or acquiring knowledge of the disclosure. CONTRACTOR acknowledges that any publication or disclosure of Other Confidential Information may cause immediate and irreparable harm to HHSC and may constitute a violation of State or federal laws. If CONTRACTOR, its subcontractor(s), consultant(s), or agent(s) should publish or disclose such Other Confidential Information to others without authorization, HHSC will immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period as described in Article 11. HHSC will have the right to recover from CONTRACTOR all damages and liabilities caused by or arising from Contractor's, its subcontractors', consultants', or agents' failure to protect HHSC's Confidential Information. **CONTRACTOR WILL DEFEND WITH COUNSEL APPROVED BY HHSC, INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR'S OR ITS SUBCONTRACTORS', CONSULTANTS' OR AGENTS' FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION.**

(g) CONTRACTOR will require its subcontractor(s), consultant(s), and agent(s) to comply with the terms of this provision.

(h) The obligations in this Section do not restrict any disclosure by a Party under any applicable law, or by order of any court or government agency, provided that the disclosing Party must give prompt notice to the non-disclosing Party of such order.

(i) With the exception of HHSC Program recipient or client information, Other Confidential Information of a Party will not be afforded the protection of the Agreement if this data was:

- (1) Already known to the receiving Party without restrictions at the time of its disclosure by the furnishing Party;
- (2) Independently developed by the receiving Party without reference to the furnishing Party's confidential Information;
- (3) Rightfully obtained by the other Party without restriction from a third party after its disclosure by the furnishing Party;
- (4) Publicly available other than through the fault or negligence of the other Party; or
- (5) Released without restriction to anyone.

☐ **Section 16.02 Financial/performance audits.**

(a) Texas Health and Safety Code Section 12.0123 directs HHSC to contract with an independent auditor to perform annual independent external financial and performance audits of any Medicaid contractor used by HHSC in HHSC's operation of a part of the State Medicaid program. "Medicaid contractor" means an entity that, under a contract with or otherwise on behalf of HHSC, performs one or more administrative services in relation to HHSC's operation of a part of the State Medicaid program, such as claims processing, utilization review, client enrollment, provider enrollment, quality monitoring, or payment of claims. The independent auditor will deliver to the CONTRACTOR and to HHSC a report of the findings and recommendations within 30 calendar days of the close of each audit. The report will be prepared in accordance with generally accepted auditing standards.

(b) CONTRACTOR agrees to deliver to HHSC, for HHSC's approval, a Corrective Action Plan that addresses deficiencies identified in the audit within 30 calendar days of the delivery of the independent auditor's report.

(c) CONTRACTOR understands that the independent auditor ("the auditor") will make specific inquiries of CONTRACTOR's management for information, including but not limited to information concerning the representations embodied in the financial statements and reports CONTRACTOR is required to furnish the State as per any financial report requirements in the Agreement. CONTRACTOR understands that as part of the auditor's audit procedures, the auditor will request, and CONTRACTOR's management will provide to the auditor a representation letter;

- (1) Acknowledging management's responsibility for the preparation of the financial statements and reports;
- (2) Acknowledging management's responsibility for compliance with laws and regulations; and

(3) Affirming management's belief that the effects of any uncorrected financial statement or report misstatements aggregated by the auditor during the current audit engagement and pertaining to the period presented are immaterial, both individually and in the aggregate, to the financial statements and reports taken as a whole.

(d) CONTRACTOR understands and agrees that the auditor will also request that CONTRACTOR's management confirm certain representations made to the auditor during the audit. The responses to those inquiries, and the related written representations of management required by generally accepted auditing standards, are part of the evidential matter that the auditor will rely on in forming its opinion on the CONTRACTOR's financial statements and reports.

☐ **Section 16.03 Audit software.**

As part of the Services, CONTRACTOR must operate and maintain audit software that HHSC or its designees may provide to CONTRACTOR from time to time during the Term of the Agreement.

☐ **Section 16.04 Ownership and licenses.**

(a) *Custom software.*

The Parties agree that any Deliverable, including any software, developed by CONTRACTOR in connection with the Agreement (the "Custom Software"), will be the exclusive property of HHSC.

(b) *Ownership rights.*

(1) HHSC will own all right, title, and interest in and to its Confidential Information and the Deliverables provided by CONTRACTOR, including without limitation the specifications, a work plan, and the Custom Software, except that the Deliverables will not include the third party software and the associated Documentation for purposes of this Section. CONTRACTOR will take all actions necessary and transfer ownership of the Deliverables to HHSC,

including the Custom Software and associated Documentation on final acceptance or as otherwise provided in the Agreement.

(2) CONTRACTOR will furnish Custom Software and Documentation, upon request of HHSC, in accordance with applicable State law. All Deliverables, in whole and in part, will be deemed works made for hire of HHSC for all purposes of copyright law, and copyright will belong solely to HHSC. To the extent that any Deliverable under this Section does not qualify as a work for hire under applicable law, and to the extent that the Deliverable includes materials subject to copyright, patent, trade secret, or other proprietary right protection, CONTRACTOR assigns all right, title, and interest in and to Deliverables, including all copyrights, inventions, patents, trade secrets, and other proprietary rights in the Deliverables (including any proprietary right renewals) to HHSC.

(3) CONTRACTOR will, at the expense of HHSC, assist HHSC or its designees to obtain copyrights, trademarks, or patents for all such Deliverables in the United States and any other countries. CONTRACTOR agrees to execute all papers and to give all facts known to it necessary to secure United States or foreign country copyrights and patents, and to transfer or cause to transfer to HHSC all the right, title, and interest in and to such Deliverables. CONTRACTOR also agrees not to assert any moral rights under applicable copyright law with regard to such Deliverables.

(c) *License Rights*

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by CONTRACTOR under or resulting from the Agreement. Such data will include all results, technical information, and materials developed for or obtained by HHSC from CONTRACTOR in the performance of the Services hereunder, including but not limited to all reports, surveys, plans, charts, recordings (video or sound), pictures, drawings, analyses, source and object code, graphic representations, computer programs and printouts, notes and memoranda, and documents whether finished or unfinished, which result from or are prepared in connection with the Services performed as a result of the Agreement.

(d) *Proprietary Notices*

CONTRACTOR will reproduce and include HHSC's copyright and other proprietary notices and product identifications provided by CONTRACTOR on such copies, in whole or in part, or on any form of the Deliverables.

(e) *Third Party Software and Documentation Licenses*

(1) CONTRACTOR grants HHSC a non-exclusive, perpetual, license for HHSC to use the Third Party Software and its associated Documentation for its internal business purposes. HHSC will be entitled to use the Third Party Software on the Equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional Charges. Terms in any licenses for Third Party Software will be consistent with the requirements of this Section.

(2) The licenses hereunder are granted as of the date when such Third Party Software is installed and certified by CONTRACTOR as operational, and the licenses will continue until HHSC permanently discontinues the use of the Third Party Software.

(3) Prior to utilizing any Third Party Software product that may be included as part of a Software Deliverable to HHSC, CONTRACTOR will provide to HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to pre-approve the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Agreement. CONTRACTOR will assign to HHSC the licenses for the Third Party Software upon Final Acceptance.

(4) CONTRACTOR will, during the project, maintain any and all Third Party Software products at their most current version or no more than one version back from the most current version. However, CONTRACTOR will not maintain any Third Party Software versions, including one version back, if any such version would prevent HHSC from using any functions, in whole or in part, or would cause deficiencies in the system.

(f) *State and Federal Governments*

In accordance with 45 C.F.R. Part 95.617, all appropriate State and Federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for Federal Government purposes all materials, the Custom Software and modifications thereof, and associated documentation designed, developed, or installed with Federal Financial Participation under the Agreement, including but not limited to those materials covered by copyright, all Software source and object code, instructions, files, and Documentation composing the System.

☐ **Section 16.05 Insurance Coverage.**

(a) *Required Coverage.*

(1) CONTRACTOR will procure, at CONTRACTOR's own expense, during the Term of the Agreement and until final acceptance of all Services and Deliverables, the following insurance coverage. CONTRACTOR will

provide HHSC with proof of the following insurance coverage within 10 calendar days after the Agreement is awarded upon HHSC's request:

- (A) Standard Worker's Compensation Insurance coverage;
- (B) Automobile Liability; and
- (C) Commercial General Liability Insurance including Bodily Injury coverage of \$100,000.00 per each occurrence and Property Damage Coverage of \$25,000.00 per each occurrence.

(2) If CONTRACTOR's current Commercial General Liability insurance coverage does not meet the above stated requirements, CONTRACTOR will obtain excess liability insurance to compensate for the difference in the coverage amounts prior to effective date of the Agreement.

(3) CONTRACTOR is responsible for all deductibles stated in the policies. Insurance will be maintained at all times during the performance of the Agreement. Insurance coverage will be issued by insurance companies with "A" rating from Best that are authorized by applicable law to conduct business and provide the required coverage in the State of Texas, and must name HHSC as an additional insured.

(4) The policy will have an extended reporting period of two years. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement.

(b) *Proof of Insurance Coverage*

(1) CONTRACTOR will furnish the HHSC Project Manager original Certificates of Insurance evidencing the required coverage to be in force on the date of award, and renewal certificates of insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of the Agreement. The failure of HHSC to obtain this evidence from CONTRACTOR before permitting CONTRACTOR to commence work will not be deemed to be a waiver by HHSC and CONTRACTOR will remain under continuing obligation to maintain and provide proof of the insurance coverage.

(2) The insurance specified above will be carried until all services required to be performed under the terms of the Agreement are satisfactorily completed. Failure to carry or keep such insurance in force will constitute a violation of the Agreement, and HHSC maintains the right to stop work until proper evidence of insurance is provided.

(3) The insurance will provide for 30 calendar days prior written Notice to be given to HHSC in the event coverage is substantially changed, canceled, or non-renewed. CONTRACTOR must submit a new coverage binder to HHSC to ensure no break in coverage.

(4) CONTRACTOR will require all subcontractors operating in Texas to carry the same or more coverage as CONTRACTOR is required to carry under the Agreement. CONTRACTOR may provide the coverage for any subcontractor, and, if provided, the evidence of insurance submitted will so stipulate.

(5) The Parties understand and agree that any insurance coverages and limits furnished by CONTRACTOR will in no way expand or limit CONTRACTOR's liabilities and responsibilities specified within the Contract documents or by applicable law.

(6) CONTRACTOR and each subcontractor will require that insurer will waive their rights of subrogation against HHSC.

(7) CONTRACTOR understands and agrees that any insurance maintained by HHSC will apply in excess of and not contribute with insurance provided by CONTRACTOR under the Agreement.

(8) If CONTRACTOR, or its subcontractor(s), desire additional coverage, higher limits of liability, or other modifications for its own protection, CONTRACTOR and each of its subcontractors will be responsible for the acquisition and cost of this additional protection at no additional cost to HHSC.

(9) CONTRACTOR may not transport a client or conduct any other official business on behalf of HHSC without the required coverage of the Agreement. CONTRACTOR agrees and understands that HHSC will not be liable for any accident or death due to an automobile accident involving the CONTRACTOR or CONTRACTOR's employee, even if the accident or death occurs in the course of performing any work under the Agreement. Failure to meet this provision may be considered a material breach of the Agreement.

☐ **Section 16.06 Background Checks.**

CONTRACTOR must obtain a criminal background check, including fingerprints in a form and of a quality acceptable to the Department of Public Safety and the Federal Bureau of Investigation, on any Contractor's employees or agents, including Subcontractors and Subcontractor employees or agents, who would be placed in direct contact with a resident or client.

CONTRACTOR must also perform checks against the Nurse Aide Registry and the Employee Misconduct Registry maintained on DADS' Employability Status Check Search website. CONTRACTOR must perform any criminal background checks at its expense and should limit its search to the United States of America.

CONTRACTOR will not utilize an employee, Subcontractor, or Subcontractor's employee to perform a site visit or have any contact with stakeholders, patients, residents, or their family members if:

(a) CONTRACTOR determines, as a result of a criminal background check, that the person has been convicted of an offense listed in Tex. Health & Safety Code § 250.006 that bars employment or if the Consultant makes a reasonable determination that a conviction may pose a risk to any stakeholders, patients, residents, or their family members; or

(b) the employee or Subcontractor or Subcontractor's employee is listed in the Nurse Aide Registry or the Employee Misconduct Registry.

Section 16.07 Historically Underutilized Business Participation Requirements

This Subsection applies if HHSC determined that sub-contracting opportunities were probable for the procurement/contract.

(a) Definitions.

For purposes of this Section:

(1) "**Historically Underutilized Business**" or "**HUB**" means a minority or women-owned business as defined by Texas Government Code, Chapter 2161.

(2) "**HSP**" means a HUB Subcontracting Plan.

(b) HUB Requirements.

(1) Contractor must submit an HSP for HHSC's approval.

(2) Contractor must report to HHSC's contract manager and HUB Office monthly, in the format required by the HUB Office, its use of HUB subcontractors to fulfill the subcontracting opportunities identified in the HSP.

(3) If the Parties amend the Agreement to include additional funds or a change to the Scope of Work, the Contractor must submit a revised HSP to the HHSC HUB Office, when a determination is made for additional subcontracting opportunities. All proposed changes to the HSP must comply with the requirements of **Section 16.07(b)(4)**.

(4) Contractor must obtain prior written approval from the HHSC HUB Office before making any changes to the HSP. The proposed changes must comply with HHSC's good faith effort requirements relating to the development and submission of HSPs.

(5) HHSC will determine if the value of Subcontracts to HUBs meet or exceed the HUB subcontracting provisions specified in the Contractor's HSP. If HHSC determines that the Contractor's subcontracting activity does not demonstrate a good faith effort, the Contractor may be subject to provisions in the Vendor Performance and Debarment Program

(34 Tex. Admin. Code Chapter 20, Subchapter C), and subject to remedies for Breach.

Appendix B, Negotiated Modifications

Exhibit B1, Statewide Expansion of Services.

APPENDIX B: NEGOTIATED MODIFICATIONS

This Appendix B: Negotiated Modifications is a part of the Contract between HHSC and TPCN and modifies the RFP, TPCN's proposal and any subsequent submissions or clarifications to TPCN's proposal ("Proposal"). TPCN's Proposal and the RFP are revised as follows:

1. The requirement to conduct fingerprinting for background checks in Section 2.6 of the RFP is waived for TPCN.
2. Notwithstanding item #1, TPCN will continue to require that any person who provides services directly to clients must obtain a DPS background check and a DFPS child abuse history, and a search on the National Sex Offender Public Website (NSOPW).
3. TPCN will expand from 99 provider locations to at least 105 provider locations in Fiscal Year 16; and 115 provider locations in Fiscal Year 17. The expansion plan for covering counties not currently served to support a statewide expansion of services is set forth in Exhibit "B1".
4. TPCN will ensure quality of its own services and those of the service Providers by, at a minimum, screening and vetting of new providers based on the 31 separate standards indicated in the Proposal, full-day and in-person training of provider staff and volunteers, and conducting an in person facility tour to ensure that the facility is safe, clean and has physical attributes to ensure the highest quality client services (e.g. that the facility protects client confidentiality). No services may be provided by a new provider until all deficiencies are corrected and cured.
5. TPCN will not allow any provider or staff to provide services until the BriteWorks Pregnancy System Program Compliance Manual is read.
6. All clients must receive at least 15 minutes of counseling or mentoring or, in the alternative, at least a one-hour education class in order for a provider to bill for material assistance reimbursement.
7. All program counselors or educators will be re-trained at the beginning of each fiscal year on Program Services and on changes that have been implemented to the Program.
8. New TPCN staff members will complete a minimum of two full weeks of training to ensure that they understand the Program and to learn about TPCN's expectation of excellence in all facets of administration. This initial training will be followed by at least six months of intense on-the-job training and weekly check-ins with the TPCN's Executive Director to ensure they are meeting their goals and objectives. Staff training will be conducted annually thereafter.

APPENDIX B: NEGOTIATED MODIFICATIONS

9. TPCN will maintain the Standards of Excellence Institute certification to ensure that TPCN meets the Institute's 55 standards of ethics and accountability in nonprofit governance, management, operations and facilities.
10. TPCN will regularly, but no less than yearly, solicit and consider feedback from the providers on the quality of services provided by TPCN.
11. TPCN, no less than each state fiscal year (September - August), will make an in-person visit to each provider for an Annual Monitoring which must include Provider Compliance Manager interviews, a facility tour, and a review of background clearances.
12. TPCN will maintain a full-time Quality Control Manager to manually inspect invoices submitted by counselors or educators in real time, scrutinizing them for errors, irregularities, or non-compliance. Non-compliant invoices will be negated prior to reimbursement and the submitting counselor or educator will be contacted for retraining.
13. TPCN will conduct annual conferences and regional conferences to provide specialized training to Program counselors and educators.
14. TPCN will continue utilizing growth strategies outlined in its Proposal to ensure that this growth continues in high population areas and in less populous areas. For those counties that do not have a provider location, TPCN will contract and place HHSC-approved online advertising that directly solicits eligible clients of those counties. TPCN will work with marketing professionals to direct this advertising to ensure it is reaching those counties where providers do not exist. Program services including counseling/mentoring, educational classes, referrals, and material assistance that improve the pregnancy, parenting, or adoption situation.
15. TPCN will provide counseling/mentoring, referrals to third parties, education classes, and materials assistance Program Services to adoptive parents. Adoptive parents will be made aware of these available services from the Program by, at a minimum, utilizing experts in online advertising, online campaigns towards demographics of adoptive parents, and using search terms that adoptive parents would be expected to be using, and direct notification through provider networks.
16. TPCN will provide an in-person 5-6 hour initial provider training for the benefit of any of the new provider's staff and volunteers that will be providing Program Services. The training will include an in-depth explanation of the purpose and history of the Program, as well as the many details of the day-to-day operation of the Program. Program counselors/mentors will learn how to identify an eligible client, what types of services are reimbursable, and how to seek reimbursement from TPCN for reimbursable services. Annual training will be required thereafter.

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17. TPCN will seek to identify training needs and opportunities on both an individual counselor/educator level as well as on an organizational level.
18. TPCN will maintain a process and contractual language for termination, suspension, corrective action, etc. of network providers for noncompliance or cause at least as permissive as is currently in place.
19. TPCN will routinely evaluate and document service provider performance by, at a minimum, looking at factors such as: amount of invoices negated; number and severity of issues detected at annual monitoring; ability of counselors to follow Program rules without retraining; number of instances of self-reporting errors; billing trends over time; responsiveness; and dedication to expanding services and serving underserved areas.
20. TPCN will utilize cost-effective and targeted campaigns to educate potential clients, including adoptive parents, about Program Services.
21. TPCN will redesign its website in two phases. The first phase will be to redesign the look and feel of the website to make it more client-centric and less institutional feeling. The second phase will be to add additional content to the website to make the website more instructional and helpful to clients. HHSC must approve all content for website in advance. Phase 1 should be completed by July 1, 2016. Phase 2 should be complete by August 31, 2016.
22. Program providers will not utilize their own materials in conjunction with reimbursable Program services until such materials have been reviewed and approved by TPCN for use with reimbursable services. A Provider utilizing educational materials that have not been approved by TPCN in conjunction with reimbursable services will be considered a material breach of the provider contract and could lead to the Provider's suspension or termination.
23. In order to meet Legislative intent to expend funds, consistent with federal and state law, to implement a statewide program for women seeking alternatives to abortion focused on pregnancy support services that promote childbirth, TPCN will continue to use the county abortion rates as the primary indicator of this need as indicated by Texas Department of State Health Services, Vital Statistics Annual Reports, Table 34, "Induced Terminations of Pregnancy by Age and County of Residence." data.
24. TPCN will continue to conduct outreach to meet the needs of those considering childbirth or abortion in counties that are smaller and do not rise to the level of having a significant rate of abortions according to the data. Such outreach may include attendance of state conferences of school nurses, school counselors, and mental health professionals to educate them about the Program, distribution of packs of information cards for use when a potential client who may need services

APPENDIX B: NEGOTIATED MODIFICATIONS

- is encountered. Additionally, TPCN will mail out packets and brochures about the Program to school nurses, school counselors and health professionals that might not attend these conferences.
25. TPCN will allocate a portion of its educational materials budget on materials that equip providers with specialized topics and tools for adoptive parents and to continue to look for new tools for counselors/educators.
 26. Starting in the first quarter of Fiscal Year 2017, TPCN will begin to provide an anonymous and confidential paper survey with questions designed to address the quality of services provided, e.g. how supported the client felt. Each paper survey will include a pre-populated unique code that identifies which service provider the survey originated from and an addressed envelope so that the client may mail the survey back to TPCN independent of their counselor. TPCN will validate the survey by checking the unique code.
 27. Survey results will become part of the TPCN internal monthly review of each provider's performance. Survey results that indicate a provider performance deficiency will be communicated to provider. Ongoing survey results that indicate provider performance deficiencies will result in a corrective action plan that includes the provider retraining its staff on its delivery of client services and on following its own policies and procedures. Failure to improve client survey result levels by the end of the corrective action plan could result in contract non-renewal or contract termination.
 28. Any and all complaints received by TPCN will be handled by TPCN staff trained to properly receive and document complaints. The Executive Director and/or Program Director will immediately be notified of any complaints received and take the following actions: reviewing the complaint to determine the nature and severity; if complaint involves a potential threat to health, safety and welfare of clients, evaluating a possible contract suspension pending further investigation; contacting the Executive Director of the provider named, informing him/her of the complaint, and allowing him/her a chance to respond within two weeks; and evaluating the provider's response, and deciding on next steps, which may include but are not limited to, putting in place a corrective action plan, contract non-renewal, contract termination, or no action.
 29. TPCN will ensure the Program's success by balancing all facets of the Program to achieve the highest coverage of Program services with protections in place to ensure the long-term viability of the Program.
 30. TPCN will continue to have services available to clients that may live a significant distance from a provider, such as offering reimbursable program counseling, mentoring and support to the client via telephone as long as the client is seen in-person within 10 days (before or after) of the telephone counseling session and the delivery of off-site Program services to the client in-person as

APPENDIX B: NEGOTIATED MODIFICATIONS

long as the services are delivered in a safe and confidential environment and the client verifies the services with a signature.

31. Any BriteWorks materials that belong to TruthWorks shall remain the exclusive property of TruthWorks and shall not be deemed a “Deliverable” under the Contract. BriteWorks PS includes the following copyrighted and proprietary materials: all software, documents, forms, checklists, staff training materials, Service Provider program manuals, billing systems, procedures, reports, accounting manuals, and program management tools used to administer a statewide Alternative to Abortion Services Program. BriteWorks PS is specifically exempt from sections 3.7 of the TX HHSC RFP No. 529-16-0004, as well as section 16.04 of the Uniform Terms and Conditions, if applicable.
32. TPCN will remain a legally separate entity from any abortion-service provider and will not enter into any legal relationship with an abortion services provider. TPCN will not contract with or transfer any funds, through gift or payment, to an abortion-services provider or affiliate. TPCN will not share any employees or members of its governing body, be located in the same physical location or within 1,000 feet of an abortion-services provider or affiliate. TPCN will not recommend abortion as an option for client, and will not display or use the names or trademarks of any abortion-services provider. Notwithstanding the foregoing, a Program Provider may be located within 1,000 feet of an abortion services provider or affiliate.
33. Section 2.1.3.C of the RFP is restated as follows:

All educational materials to be purchased by TPCN with Program funds shall be approved in writing by HHSC prior to distribution to Providers or clients.

 - a. All educational materials developed by the Contractor as part of this contract are the property of HHSC.
 - b. The Contractor must ensure that all informational or educational materials purchased by TPCN with Program funds are available, at a minimum, in both English and Spanish whenever the publisher makes such editions available.

EXHIBIT B1: A2A Statewide Expansion of Services - Expansion by County

The A2A RFP 529-16-0004 states that it is seeking proposals for the development and operation of a statewide program to provide support services to pregnant women to promote childbirth and support services to adoptive parents.

Section 2.1.1.2 Statewide Coverage of the RFP states, "The Alternatives to Abortion program was appropriated additional funding by the 84th Legislature in part to *expand services into areas that are not currently served by direct service providers*. Responses that provide for statewide services in *every county* will be more favorably considered. The Respondent must describe all the counties that will be covered and specific deliverables, including timeframes, for providing direct services in each county to ensure sufficient coverage for the potential need. Coverage can be provided through a direct service provider's main office or satellite office."

Although TPCN included in their proposal that they will expand from 99 provider locations to at least 105 provider locations in FY16 and 115 provider locations in FY17, it is unclear if these provider locations will be in counties that are currently not served.

Additional detail is needed from TPCN including specific plan for covering counties that are currently not served, including dates for when each of these counties will be covered and how the county will be covered. The information should be provided below in the table. If it is not feasible to have a service provider in every county, please provide details as to how that county will be served and notified about services available in neighboring counties. HHSC expects additional funding provided for A2A services compared to the current level of funding to strongly support a statewide expansion of services into areas that are currently not served.

Texas County	HHSC Service Region (11)	Counties Currently Covered by TPCN (Include all current service providers if not listed for the county)	Plans for Covering (e.g. satellite, remote, covered with another county, etc.)	Timeframe (e.g. dates, phases, etc.)
Armstrong	1		Armstrong County had 1 resident have an abortion in 2013, which is 0.0016% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.

Texas County	HHSC Service Region (11)	Counties Currently Covered by TPCN (Include all current service providers if not listed for the county)	Plans for Covering (e.g. satellite, remote, covered with another county, etc.)	Timeframe (e.g. dates, phases, etc.)
Bailey	1		<p>Bailey County had 1 resident have an abortion in 2013, which is 0.0016% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Briscoe	1		<p>Briscoe County had 0 residents have an abortion in 2013, which is 0.0000% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Carson	1		<p>Carson County had 1 resident have an abortion in 2013, which is 0.0016% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Castro	1		<p>Castro County had 3 residents have an abortion in 2013, which is 0.0048% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the</p>

Texas County	HHSC Service Region (11)	Counties Currently Covered by TPCN (Include all current service providers if not listed for the county)	Plans for Covering (e.g. satellite, remote, covered with another county, etc.)	Timeframe (e.g. dates, phases, etc.)
				demographics and search terms of potential clients in this county.
Childress	1		Childress County had 4 residents have an abortion in 2013, which is 0.0065% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Cochran	1		Cochran County had 0 residents have an abortion in 2013, which is 0.0000% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Collingsworth	1		Collingsworth County had 1 residents have an abortion in 2013, which is 0.0016% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.

Texas County	HHSC Service Region (11)	Counties Currently Covered by TPCN (Include all current service providers if not listed for the county)	Plans for Covering (e.g. satellite, remote, covered with another county, etc.)	Timeframe (e.g. dates, phases, etc.)
Crosby	1		Crosby County had 7 residents have an abortion in 2013, which is 0.0113% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Dallam	1		Dallam County had 1 residents have an abortion in 2013, which is 0.0016% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Deaf Smith	1		Deaf Smith County had 8 residents have an abortion in 2013, which is 0.0129% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Dickens	1		Dickens County had 0 residents have an abortion in 2013, which is 0.0000% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the

Texas County	HHSC Service Region (11)	Counties Currently Covered by TPCN (Include all current service providers if not listed for the county)	Plans for Covering (e.g. satellite, remote, covered with another county, etc.)	Timeframe (e.g. dates, phases, etc.)
				demographics and search terms of potential clients in this county.
Donley	1		Donley County had 1 residents have an abortion in 2013, which is 0.0016% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Floyd	1		Floyd County had 3 residents have an abortion in 2013, which is 0.0048% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Garza	1		Garza County had 2 residents have an abortion in 2013, which is 0.0032% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.

Texas County	HHSC Service Region (11)	Counties Currently Covered by TPCN (Include all current service providers if not listed for the county)	Plans for Covering (e.g. satellite, remote, covered with another county, etc.)	Timeframe (e.g. dates, phases, etc.)
Gray	1		Gray County had 13 residents have an abortion in 2013, which is 0.0210% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Hale	1		Hale County had 18 residents have an abortion in 2013, which is 0.0291% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Hall	1		Hall County had 2 residents have an abortion in 2013, which is 0.0032% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Hansford	1		Hansford County had 0 residents have an abortion in 2013, which is 0.0000% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the

Texas County	HHSC Service Region (11)	Counties Currently Covered by TPCN (Include all current service providers if not listed for the county)	Plans for Covering (e.g. satellite, remote, covered with another county, etc.)	Timeframe (e.g. dates, phases, etc.)
				demographics and search terms of potential clients in this county.
Hartley	1		Hartley County had 0 residents have an abortion in 2013, which is 0.0000% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Hemphill	1		Hemphill County had 1 residents have an abortion in 2013, which is 0.0016% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Hockley	1		Hockley County had 14 residents have an abortion in 2013, which is 0.0226% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.

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Hutchinson	1		<p>Hutchinson County had 12 residents have an abortion in 2013, which is 0.0194% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
King	1		<p>King County had 0 residents have an abortion in 2013, which is 0.0000% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Lamb	1		<p>Lamb County had 3 residents have an abortion in 2013, which is 0.0048% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Lipscomb	1		<p>Lipscomb County had 0 residents have an abortion in 2013, which is 0.0000% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the</p>

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				demographics and search terms of potential clients in this county.
Lubbock	1	Children's Connections Inc., Lubbock (AA) Hope Cottage, Lubbock (PC)		
Lynn	1		Lynn County had 2 residents have an abortion in 2013, which is 0.0032% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Moore	1		Moore County had 13 residents have an abortion in 2013, which is 0.0210% of the total abortions in the state. Online targeted campaign to potential client A Provider location will be added.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county. August 31, 2016 – A Provider location will be added.
Motley	1		Motley County had 0 residents have an abortion in 2013, which is 0.0000% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the

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				demographics and search terms of potential clients in this county.
Ochiltree	1		<p>Ochiltree County had 3 residents have an abortion in 2013, which is 0.0048% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Oldham	1		<p>Oldham County had 0 residents have an abortion in 2013, which is 0.0000% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Parmer	1		<p>Parmer County had 3 residents have an abortion in 2013, which is 0.0048% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Potter	1	Children's Connections Inc., Amarillo (AA)		

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Randall	1		<p>Randall County had 74 residents have an abortion in 2013, which is 0.1195% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Roberts	1		<p>Roberts County had 1 residents have an abortion in 2013, which is 0.0016% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Sherman	1		<p>Sherman County had 4 residents have an abortion in 2013, which is 0.0065% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Swisher	1		<p>Swisher County had 4 residents have an abortion in 2013, which is 0.0065% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the</p>

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				demographics and search terms of potential clients in this county.
Terry	1		<p>Terry County had 6 residents have an abortion in 2013, which is 0.0097% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Wheeler	1		<p>Wheeler County had 0 residents have an abortion in 2013, which is 0.0000% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Yoakum	1		<p>Yoakum County had 0 residents have an abortion in 2013, which is 0.0000% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>

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Archer	2		Archer County had 8 residents have an abortion in 2013, which is 0.0129% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Baylor	2		Baylor County had 2 residents have an abortion in 2013, which is 0.0032% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Brown	2		Brown County had 28 residents have an abortion in 2013, which is 0.0452% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Callahan	2		Callahan County had 10 residents have an abortion in 2013, which is 0.0162% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the

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				demographics and search terms of potential clients in this county.
Clay	2		Clay County had 10 residents have an abortion in 2013, which is 0.0162% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Coleman	2		Coleman County had 1 residents have an abortion in 2013, which is 0.0016% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Comanche	2		Comanche County had 14 residents have an abortion in 2013, which is 0.0226% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.

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Cottle	2		<p>Cottle County had 0 residents have an abortion in 2013, which is 0.0000% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Eastland	2	Eastland County Open Door, Cisco (PC)		
Fisher	2		<p>Fischer County had 4 residents have an abortion in 2013, which is 0.0065% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Foard	2		<p>Foard County had 0 residents have an abortion in 2013, which is 0.0000% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Hardeman	2		<p>Hardeman County had 7 residents have an abortion in 2013, which is 0.0113% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be</p>

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				targeted to the demographics and search terms of potential clients in this county.
Haskell	2		<p>Haskell County had 4 residents have an abortion in 2013, which is 0.0065% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Jack	2		<p>Jack County had had 4 residents have an abortion in 2013, which is 0.0065% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Jones	2		<p>Jones County had 3 residents have an abortion in 2013, which is 0.0048% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>

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Kent	2		<p>Kent County had 0 residents have an abortion in 2013, which is 0.0000% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Knox	2		<p>Knox County had 2 residents have an abortion in 2013, which is 0.0032% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Mitchell	2		<p>Mitchell County had 6 residents have an abortion in 2013, which is 0.0097% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Montague	2		<p>Montague County had 12 residents have an abortion in 2013, which is 0.0194% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the</p>

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				demographics and search terms of potential clients in this county.
Nolan	2		<p>Nolan County had 13 residents have an abortion in 2013, which is 0.0210% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Runnels	2		<p>Runnels County had 6 residents have an abortion in 2013, which is 0.0097% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Scurry	2		<p>Scurry County had 18 residents have an abortion in 2013, which is 0.0291% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>

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Shackelford	2		Shackelford County had 1 residents have an abortion in 2013, which is 0.0016% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Stephens	2	The Open Door, Breckenridge (PC)		
Stonewall	2		Stonewall County had 1 residents have an abortion in 2013, which is 0.0016% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Taylor	2	Children's Connections Inc., Abilene (AA) Pregnancy Resources of Abilene, Abilene (PC)		
Throckmorton	2		Throckmorton County had 1 residents have an abortion in 2013, which is 0.0016% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Wichita	2	Children's Connections Inc., Wichita Falls (AA)		

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Wilbarger	2		<p>Wilbarger County had 16 residents have an abortion in 2013, which is 0.0258% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Young	2		<p>Young County had 9 residents have an abortion in 2013, which is 0.0145% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Collin	3		<p>Collin County had 1,678 residents have an abortion in 2013, which is 2.7103% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients</p> <p>A Provider location will be added.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p> <p>August 31, 2016 – A Provider location will be added.</p>
Cooke	3	Children's Connection Inc., Gainesville (AA)		

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Dallas	3	Birth Choice, Dallas (PC) Catholic Charities of Dallas, Inc., Dallas (AA) Catholic Charities of Dallas, Inc., Walton Walker, Dallas (AA) Children & Family Institute, Dallas (AA) Children's Connections Inc., Dallas (AA) Downtown Pregnancy Center, Dallas (PC) Family Care Connection, Dallas (SS) Family Care Connection, West Dallas, Dallas (SS) Family Care Connection, South Dallas, Dallas (SS) Hope Cottage, Dallas (AA) Low Birth Weight Development Center, Dallas (SS) Uptown Women's Center, Dallas (PC)		
Denton	3		Denton County had 1,431 residents have an abortion in 2013, which is 2.3113% of the total abortions in the state. Online targeted campaign to potential clients A Provider location will be added.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county. August 31, 2016 – A Provider location will be added.
Ellis	3	First Look, Waxahachie (PC)		
Erath	3		Erath County had 49 residents have an abortion in 2013, which is 0.0791% of the total abortions in the state.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising

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			Online targeted campaign to potential clients.	campaign will be targeted to the demographics and search terms of potential clients in this county.
Fannin	3		<p>Fannin County had 30 residents have an abortion in 2013, which is 0.0485% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Grayson	3		<p>Grayson County had 158 residents have an abortion in 2013, which is 0.2552% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Hood	3		<p>Hood County had 54 residents have an abortion in 2013, which is 0.0872% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.

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Hunt	3	Raffa Clinic, Greenville (PC) Raffa Clinic, Quinlan (PC)		
Johnson	3		Johnson County had 226 residents have an abortion in 2013, which is 0.3650% of the total abortions in the state. Online targeted campaign to potential clients A Provider location will be added.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county. August 31, 2017 – A Provider location will be added.
Kaufman	3		Kaufman County had 204 residents have an abortion in 2013, which is 0.3295% of the total abortions in the state. Online targeted campaign to potential clients. A Provider location will be added.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county. August 31, 2017 – A Provider location will be added.
Navarro	3		Navarro County had 60 residents have an abortion in 2013, which is 0.0969% of the total abortions in the state.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising

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			Online targeted campaign to potential clients.	campaign will be targeted to the demographics and search terms of potential clients in this county.
Palo Pinto	3		<p>Palo Pinto County had 34 residents have an abortion in 2013, which is 0.0549% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Parker	3		<p>Parker County had 115 residents have an abortion in 2013, which is 0.1857% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Rockwall	3		<p>Rockwall County had 128 residents have an abortion in 2013, which is 0.2067% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.

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Somervell	3		<p>Somervell County had 5 residents have an abortion in 2013, which is 0.0081% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Tarrant	3	<p>Arlington Pregnancy Center, Inc., Mansfield (PC)</p> <p>Arlington Pregnancy Center, Inc. - Mobile, Arlington (PC)</p> <p>Arlington Pregnancy Center, Inc. - North, Arlington (PC)</p> <p>Arlington Pregnancy Center, Inc. - Southeast, Arlington (PC)</p> <p>Arlington Pregnancy Center, Inc. - Southwest, Arlington (PC)</p> <p>Children's Connection Inc., Fort Worth (AA)</p> <p>Children's & Family Institute, Fort Worth (AA)</p> <p>Gladney Center for Adoption, Fort Worth (AA)</p>		
Wise	3		<p>Wise County had 74 residents have an abortion in 2013, which is 0.1195% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Anderson	4	Living Alternatives of Palestine, Palestine (PC)		

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Bowie	4	First Choice Pregnancy Resource Center, Texarkana (PC) Children's Connections Inc., Texarkana (AA)		
Camp	4		Camp County had 19 residents have an abortion in 2013, which is 0.0307% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Cass	4		Cass County had 29 residents have an abortion in 2013, which is 0.0468% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Cherokee	4	Living Alternatives of Jacksonville, Jacksonville (PC)		
Delta	4		Delta County had 5 residents have an abortion in 2013, which is 0.0081% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.

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Franklin	4		Franklin County had 14 residents have an abortion in 2013, which is 0.0226% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Gregg	4	Expectant Heart Pregnancy Resource Center, Longview (PC) Expectant Heart PRC II, Longview (PC)		
Harrison	4		Harrison County had 101 residents have an abortion in 2013, which is 0.1276% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Henderson	4		Henderson County had 79 residents have an abortion in 2013, which is 0.1276% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Hopkins	4		Hopkins County had 28 residents have an abortion in 2013, which is 0.0452% of the total abortions in the state.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide

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			Online targeted campaign to potential clients.	online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Lamar	4	Paris Pregnancy Center, Paris (PC)		
Marion	4		Marion County had 8 residents have an abortion in 2013, which is 0.0129% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Morris	4		Morris County had 12 residents have an abortion in 2013, which is 0.0194% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Panola	4		Panola County had 23 residents have an abortion in 2013, which is 0.0371% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of

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				potential clients in this county.
Rains	4		<p>Rains County had 7 residents have an abortion in 2013, which is 0.0113% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Red River	4	Paris Pregnancy Care Center of Red River County, Clarksville (PC)		
Rusk	4		<p>Rusk County had 56 residents have an abortion in 2013, which is 0.0905% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Smith	4	Children's Connections Inc., Tyler (AA)		
Titus	4		<p>Titus County had 39 residents have an abortion in 2013, which is 0.0630% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>

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Upshur	4		Upshur County had 31 residents have an abortion in 2013, which is 0.0501% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Van Zandt	4		Van Zandt County had 50 residents have an abortion in 2013, which is 0.0808% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Wood	4		Wood County had 34 residents have an abortion in 2013, which is 0.0549% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Angelina	5	Children's Connections Inc., Lufkin (AA) Pregnancy Help Center of Lufkin, Lufkin (PC)		
Hardin	5		Hardin County had 71 residents have an abortion in 2013, which is 0.1147% of the total abortions in the state.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide

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			Online targeted campaign to potential clients.	online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Houston	5	Living Alternatives of Palestine, Crocket (PC)		
Jasper	5		County had 50 residents have an abortion in 2013, which is 0.0808% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Jefferson	5	Children's Connections Inc., Beaumont, (AA)		
Nacogdoches	5		Nacogdoches County had 97 residents have an abortion in 2013, which is 0.1567% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Newton	5		Newton County had 16 residents have an abortion in 2013, which is 0.0258% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the

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				demographics and search terms of potential clients in this county.
Orange	5		<p>Orange County had 132 residents have an abortion in 2013, which is 0.2132% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Polk	5		<p>Polk County had 42 residents have an abortion in 2013, which is 0.0678% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Sabine	5		<p>Sabine County had 6 residents have an abortion in 2013, which is 0.0097% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>

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San Augustine	5		San Augustine County had 3 residents have an abortion in 2013, which is 0.0048% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
San Jacinto	5		San Jacinto County had 16 residents have an abortion in 2013, which is 0.0258% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Shelby	5		Shelby County had 32 residents have an abortion in 2013, which is 0.0517% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Trinity	5		Trinity County had 8 residents have an abortion in 2013, which is 0.0129% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the

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				demographics and search terms of potential clients in this county.
Tyler	5		<p>Tyler County had 34 residents have an abortion in 2013, which is 0.0549% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Austin	6		<p>Austin County had 42 residents have an abortion in 2013, which is 0.0678% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Brazoria	6		<p>Brazoria County had 641 residents have an abortion in 2013, which is 1.0353% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p> <p>A Provider location will be added.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>

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				August 31, 2017 – A Provider location will be added.
Chambers	6		Chambers County had 69 residents have an abortion in 2013, which is 0.1114% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Colorado	6		Colorado County had 14 residents have an abortion in 2013, which is 0.0226% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Fort Bend	6	Catholic Charities of Galveston-Houston, Ft. Bend County, Stafford (SS)		
Galveston	6	Anchor Point, League City (PC)		
Harris	6	Anchor Point, Seabrook (PC) Catholic Charities of Galveston, Houston (SS) Catholic Charities of Galveston, Houston, Moran Health Center, Houston (SS) Catholic Charities of Galveston-Houston, Mamie George Center, Richmond (SS) Downtown Pregnancy Help Center, Houston, (PC) Fifth Ward Pregnancy Help Center, Houston (PC)		

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		The Source for Women, Galleria, Houston (PC) The Source for Women, Northeast, Houston (PC) The Source for Women, Spring Branch, Houston (PC) Children's Connections Inc., Houston, (AA)		
Liberty	6		<p>Liberty County had 94 residents have an abortion in 2013, which is 0.1518% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Matagorda	6		<p>Matagorda County had 50 residents have an abortion in 2013, which is 0.0808% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Montgomery	6		<p>Montgomery County had 625 residents have an abortion in 2013, which is 1.0095% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p> <p>A Provider location will be added.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of</p>

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				potential clients in this county. August 31, 2017 – A Provider location will be added.
Walker	6		Walker County had 160 residents have an abortion in 2013, which is 0.2584% of the total abortions in the state. Online targeted campaign to potential clients. A Provider location will be added.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county. August 31, 2017 – A Provider location will be added.
Waller	6	Waller Pregnancy Care Center, Waller (PC)		
Wharton	6		Wharton County had 68 residents have an abortion in 2013, which is 0.1098% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Bastrop	7		Bastrop County had 110 residents have an abortion in 2013, which is 0.1777% of the total abortions in the state.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide

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			Online targeted campaign to potential clients.	online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Bell	7	Children's Connections Inc., Killeen (AA) Our Lady of the Angels Maternity Shelter, Temple (MH)		
Blanco	7		Blanco County had 8 residents have an abortion in 2013, which is 0.0129% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Bosque	7		Bosque County had 21 residents have an abortion in 2013, which is 0.0339% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Brazos	7	Good Samaritan Gabriel Project Life Center, Bryan (PC) Children's Connections Inc., Bryan (AA)		

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Burleson	7		<p>Burleson County had 21 residents have an abortion in 2013, which is 0.0339% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Burnet	7		<p>Burnet County had 56 residents have an abortion in 2013, which is 0.0905% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Caldwell	7		<p>Caldwell County had 89 residents have an abortion in 2013, which is 0.1438% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p> <p>A Provider location will be added.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p> <p>August 31, 2016 – A Provider location will be added.</p>

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Coryell	7		<p>Coryell County had 95 residents have an abortion in 2013, which is 0.1534% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Falls	7		<p>Falls County had 33 residents have an abortion in 2013, which is 0.0533% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Fayette	7		<p>Fayette County had 27 residents have an abortion in 2013, which is 0.0436% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Freestone	7		<p>Freestone County had 28 residents have an abortion in 2013, which is 0.0452% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the</p>

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				demographics and search terms of potential clients in this county.
Grimes	7		Grimes County had 33 residents have an abortion in 2013, which is 0.0533% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Hamilton	7		Hamilton County had 12 residents have an abortion in 2013, which is 0.0194% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Hays	7	Children's Connections Inc., San Marcos (AA)		
Hill	7		Hill County had 34 residents have an abortion in 2013, which is 0.0549% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.

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Lampasas	7		<p>Lampasas County had 30 residents have an abortion in 2013, which is 0.0485% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Lee	7		<p>Lee County had 20 residents have an abortion in 2013, which is 0.0323% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Leon	7		<p>Leon County had 14 residents have an abortion in 2013, which is 0.0226% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Limestone	7		<p>Limestone County had 37 residents have an abortion in 2013, which is 0.0598% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the</p>

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				demographics and search terms of potential clients in this county.
Llano	7		Llano County had 15 residents have an abortion in 2013, which is 0.0242% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
McLennan	7	Care Net Medical Services, Waco (PC) Care Net Pregnancy Center of Central Texas, Waco (PC) Children's Connections Inc., Waco (AA)		
Madison	7		Madison County had 16 residents have an abortion in 2013, which is 0.0258% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Milam	7		Milam County had 29 residents have an abortion in 2013, which is 0.0468% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of

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				potential clients in this county.
Mills	7		<p>Mills County had 3 residents have an abortion in 2013, which is 0.0048% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Robertson	7		<p>Robertson County had 15 residents have an abortion in 2013, which is 0.0242% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
San Saba	7		<p>San Saba County had 1 residents have an abortion in 2013, which is 0.0016% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Travis	7	<p>Austin LifeCare, Austin (PC)</p> <p>Gabriel Project Life Center, Austin (PC)</p> <p>Catholic Charities of Central Texas, Counseling Services, Austin (SS)</p>		

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		John Paul II Life Center, Austin (PC) Children's Connections Inc., Austin (AA)		
Washington	7		Washington County had 54 residents have an abortion in 2013, which is 0.0872% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Williamson	7	Annunciation Maternity Home, Georgetown (MH) Pregnancy Help Center of Williamson County, Georgetown (PC)		
Atascosa	8		Atascosa County had 61 residents have an abortion in 2013, which is 0.0985% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Bandera	8		Bandera County had 22 residents have an abortion in 2013, which is 0.0355% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.

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Bexar	8	A Woman's Haven, San Antonio (PC) Catholic Counseling and Consultation Center, San Antonio (SS) Guadalupe Home, San Antonio (MH) Life Choices Medical Clinic, San Antonio (PC) Providence Place, San Antonio (AA) San Antonio Birth Doulas, San Antonio (SS) Seton Home, San Antonio (MH) Children's Connections Inc., San Antonio (AA)		
Calhoun	8		Calhoun County had 19 residents have an abortion in 2013, which is 0.0307% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Comal	8		Comal County had 190 residents have an abortion in 2013, which is 0.3069% of the total abortions in the state. Online targeted campaign to potential clients. Online targeted campaign to potential clients. A Provider location will be added.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county. August 31, 2016 – A Provider location will be added.

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DeWitt	8		<p>DeWitt County had 16 residents have an abortion in 2013, which is 0.0258% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Dimmit	8		<p>Dimmit County had 11 residents have an abortion in 2013, which is 0.0178% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Edwards	8		<p>Edwards County had 0 residents have an abortion in 2013, which is 0.0000% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Frio	8		<p>Frio County had 33 residents have an abortion in 2013, which is 0.0533% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the</p>

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				demographics and search terms of potential clients in this county.
Gillespie	8		Gillespie County had 24 residents have an abortion in 2013, which is 0.0388% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Goliad	8		Goliad County had 4 residents have an abortion in 2013, which is 0.0065% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Gonzales	8		Gonzales County had 18 residents have an abortion in 2013, which is 0.0291% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.

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Guadalupe	8		<p>Guadalupe County had 171 residents have an abortion in 2013, which is 0.2762% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Jackson	8		<p>Jackson County had 14 residents have an abortion in 2013, which is 0.0226% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Karnes	8		<p>Karnes County had 14 residents have an abortion in 2013, which is 0.0226% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Kendall	8		<p>Kendall County had 32 residents have an abortion in 2013, which is 0.0517% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the</p>

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				demographics and search terms of potential clients in this county.
Kerr	8		<p>Kerr County had 62 residents have an abortion in 2013, which is 0.1001% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Kinney	8		<p>Kinney County had 1 residents have an abortion in 2013, which is 0.0016% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
La Salle	8		<p>La Salles County had 11 residents have an abortion in 2013, which is 0.0178% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>

Texas County	HHSC Service Region (11)	Counties Currently Covered by TPCN (Include all current service providers if not listed for the county)	Plans for Covering (e.g. satellite, remote, covered with another county, etc.)	Timeframe (e.g. dates, phases, etc.)
Lavaca	8		<p>Lavaca County had 16 residents have an abortion in 2013, which is 0.0258% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Maverick	8	Children's Connections, Inc., Eagle Pass (AA)		
Medina	8		<p>Medina County had 68 residents have an abortion in 2013, which is 0.1098% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Real	8		<p>Real County had 4 residents have an abortion in 2013, which is 0.0065% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Uvalde	8		<p>Uvalde County had 47 residents have an abortion in 2013, which is 0.0759% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be

Texas County	HHSC Service Region (11)	Counties Currently Covered by TPCN (Include all current service providers if not listed for the county)	Plans for Covering (e.g. satellite, remote, covered with another county, etc.)	Timeframe (e.g. dates, phases, etc.)
			A Provider location will be added.	targeted to the demographics and search terms of potential clients in this county. August 31, 2017 – A Provider location will be added.
Val Verde	8	Children's Connections Inc., Del Rio (AA)		
Victoria	8	Children's Connections, Inc., Victoria (AA)		
Wilson	8		Wilson County had 44 residents have an abortion in 2013, which is 0.0711% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Zavala	8		Zavala County had 21 residents have an abortion in 2013, which is 0.0339% of the total abortions in the state. Online targeted campaign to potential clients. A Provider location will be added.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.

Texas County	HHSC Service Region (11)	Counties Currently Covered by TPCN (Include all current service providers if not listed for the county)	Plans for Covering (e.g. satellite, remote, covered with another county, etc.)	Timeframe (e.g. dates, phases, etc.)
				August 31, 2017 – A Provider location will be added.
Andrews	9	The Life Center, Andrews (PC)		
Borden	9		Borden County had 0 residents have an abortion in 2013, which is 0.0000% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Coke	9		Coke County had 3 residents have an abortion in 2013, which is 0.0048% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Concho	9		Concho County had 4 residents have an abortion in 2013, which is 0.0065% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.

Texas County	HHSC Service Region (11)	Counties Currently Covered by TPCN (Include all current service providers if not listed for the county)	Plans for Covering (e.g. satellite, remote, covered with another county, etc.)	Timeframe (e.g. dates, phases, etc.)
Crane	9		Crane County had 5 residents have an abortion in 2013, which is 0.0081% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Crockett	9		Crockett County had 4 residents have an abortion in 2013, which is 0.0065% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Dawson	9		Dawson County had 5 residents have an abortion in 2013, which is 0.0081% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Ector	9	The Life Center, Odessa (PC)		
Gaines	9		Gaines County had 6 residents have an abortion in 2013, which is 0.0097% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be

Texas County	HHSC Service Region (11)	Counties Currently Covered by TPCN (Include all current service providers if not listed for the county)	Plans for Covering (e.g. satellite, remote, covered with another county, etc.)	Timeframe (e.g. dates, phases, etc.)
				targeted to the demographics and search terms of potential clients in this county.
Glasscock	9		Glasscock County had 0 residents have an abortion in 2013, which is 0.0000% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Howard	9	The Life Center, Big Spring (PC)		
Irion	9		Irion County had 2 residents have an abortion in 2013, which is 0.0032% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Kimble	9		Kimble County had 2 residents have an abortion in 2013, which is 0.0032% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.

Texas County	HHSC Service Region (11)	Counties Currently Covered by TPCN (Include all current service providers if not listed for the county)	Plans for Covering (e.g. satellite, remote, covered with another county, etc.)	Timeframe (e.g. dates, phases, etc.)
Loving	9		Loving County had 0 residents have an abortion in 2013, which is 0.0000% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
McCulloch	9		McCulloch County had 14 residents have an abortion in 2013, which is 0.0226% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Martin	9		Martin County had 3 residents have an abortion in 2013, which is 0.0048% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Mason	9		Mason County had 2 residents have an abortion in 2013, which is 0.0032% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the

Texas County	HHSC Service Region (11)	Counties Currently Covered by TPCN (Include all current service providers if not listed for the county)	Plans for Covering (e.g. satellite, remote, covered with another county, etc.)	Timeframe (e.g. dates, phases, etc.)
				demographics and search terms of potential clients in this county.
Menard	9		Menard County had 2 residents have an abortion in 2013, which is 0.0032% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Midland	9	The Life Center, Midland (PC) Children's Connections Inc., Midland (AA)		
Pecos	9		Pecos County had 14 residents have an abortion in 2013, which is 0.0226% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Reagan	9		Reagan County had 4 residents have an abortion in 2013, which is 0.0065% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.

Texas County	HHSC Service Region (11)	Counties Currently Covered by TPCN (Include all current service providers if not listed for the county)	Plans for Covering (e.g. satellite, remote, covered with another county, etc.)	Timeframe (e.g. dates, phases, etc.)
Reeves	9		<p>Reeves County had 9 residents have an abortion in 2013, which is 0.0145% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Schleicher	9		<p>Schleicher County had 0 residents have an abortion in 2013, which is 0.0000% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Sterling	9		<p>Sterling County had 2 residents have an abortion in 2013, which is 0.0032% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Sutton	9		<p>Sutton County had 5 residents have an abortion in 2013, which is 0.0081% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the</p>

Texas County	HHSC Service Region (11)	Counties Currently Covered by TPCN (Include all current service providers if not listed for the county)	Plans for Covering (e.g. satellite, remote, covered with another county, etc.)	Timeframe (e.g. dates, phases, etc.)
				demographics and search terms of potential clients in this county.
Terrell	9		Terrell County had 5 residents have an abortion in 2013, which is 0.0081% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Tom Green	9	Children's Connections Inc., San Angelo (AA)		
Upton	9		Upton County had 1 residents have an abortion in 2013, which is 0.0016% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Ward	9		Ward County had 7 residents have an abortion in 2013, which is 0.0113% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.

Texas County	HHSC Service Region (11)	Counties Currently Covered by TPCN (Include all current service providers if not listed for the county)	Plans for Covering (e.g. satellite, remote, covered with another county, etc.)	Timeframe (e.g. dates, phases, etc.)
Winkler	9		Winkler County had 8 residents have an abortion in 2013, which is 0.0129% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Brewster	10		Brewster County had 26 residents have an abortion in 2013, which is 0.0420% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Culberson	10		Culberson County had 4 residents have an abortion in 2013, which is 0.0065% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
El Paso	10	Hope Cottage, El Paso (PC) Children's Connections Inc., El Paso (AA)		
Hudspeth	10		Hudspeth County had 6 residents have an abortion in 2013, which is 0.0097% of the total abortions in the state.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising

Texas County	HHSC Service Region (11)	Counties Currently Covered by TPCN (Include all current service providers if not listed for the county)	Plans for Covering (e.g. satellite, remote, covered with another county, etc.)	Timeframe (e.g. dates, phases, etc.)
			Online targeted campaign to potential clients.	campaign will be targeted to the demographics and search terms of potential clients in this county.
Jeff Davis	10		<p>Jeff Davis County had 0 residents have an abortion in 2013, which is 0.0000% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Presidio	10		<p>Presidio County had 6 residents have an abortion in 2013, which is 0.0097% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Aransas	11		<p>Aransas County had 29 residents have an abortion in 2013, which is 0.0468% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.

Texas County	HHSC Service Region (11)	Counties Currently Covered by TPCN (Include all current service providers if not listed for the county)	Plans for Covering (e.g. satellite, remote, covered with another county, etc.)	Timeframe (e.g. dates, phases, etc.)
Bee	11		<p>Bee County had 49 residents have an abortion in 2013, which is 0.0791% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Brooks	11		<p>Brooks County had 14 residents have an abortion in 2013, which is 0.0226% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Cameron	11	Catholic Charities of Rio Grande Valley, Brownsville (SS) Gift of Life Pregnancy Center, Brownsville (PC)		
Duval	11		<p>Duval County had 24 residents have an abortion in 2013, which is 0.0388% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Hidalgo	11	Children's Connections Inc., Edinburg (AA)		

Texas County	HHSC Service Region (11)	Counties Currently Covered by TPCN (Include all current service providers if not listed for the county)	Plans for Covering (e.g. satellite, remote, covered with another county, etc.)	Timeframe (e.g. dates, phases, etc.)
		Catholic Charities of Rio Grande Valley, San Juan (SS)		
Jim Hogg	11		<p>Jim Hogg County had 11 residents have an abortion in 2013, which is 0.0178% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Jim Wells	11		<p>Jim Wells County had 91 residents have an abortion in 2013, which is 0.1470% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Kenedy	11		<p>Kenedy County had 3 residents have an abortion in 2013, which is 0.0048% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>
Kleberg	11		<p>Kleberg County had 63 residents have an abortion in 2013, which is 0.1018% of the total abortions in the state.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising</p>

Texas County	HHSC Service Region (11)	Counties Currently Covered by TPCN (Include all current service providers if not listed for the county)	Plans for Covering (e.g. satellite, remote, covered with another county, etc.)	Timeframe (e.g. dates, phases, etc.)
			Online targeted campaign to potential clients.	campaign will be targeted to the demographics and search terms of potential clients in this county.
Live Oak	11		Live Oak County had 14 residents have an abortion in 2013, which is 0.0226% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
McMullen	11		McMullen County had 1 residents have an abortion in 2013, which is 0.0016% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Nueces	11	Corpus Christi Hope House, Corpus Christi (MH) Children's Connections Inc., Corpus Christi (AA)		
Refugio	11		Refugio County had 5 residents have an abortion in 2013, which is 0.0081% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the

Texas County	HHSC Service Region (11)	Counties Currently Covered by TPCN (Include all current service providers if not listed for the county)	Plans for Covering (e.g. satellite, remote, covered with another county, etc.)	Timeframe (e.g. dates, phases, etc.)
				demographics and search terms of potential clients in this county.
San Patricio	11		San Patricio County had 70 residents have an abortion in 2013, which is 0.1131% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Starr	11		Starr County had 61 residents have an abortion in 2013, which is 0.0985% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.
Webb	11	Children's Connections Inc., Laredo (AA)		
Willacy	11		Willacy County had 26 residents have an abortion in 2013, which is 0.0420% of the total abortions in the state. Online targeted campaign to potential clients.	July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.

Texas County	HHSC Service Region (11)	Counties Currently Covered by TPCN (Include all current service providers if not listed for the county)	Plans for Covering (e.g. satellite, remote, covered with another county, etc.)	Timeframe (e.g. dates, phases, etc.)
Zapata	11		<p>Zapata County had 23 residents have an abortion in 2013, which is 0.0371% of the total abortions in the state.</p> <p>Online targeted campaign to potential clients.</p>	<p>July 31, 2016 & July 31, 2017 – An HHSC approved statewide online advertising campaign will be targeted to the demographics and search terms of potential clients in this county.</p>

AA=Adoption Agency: Primarily provides adoption services, but also provides pregnancy and parenting education and counseling.

MH=Maternity Home: Primarily provides residential care for pregnant women, including pregnancy & parenting counseling, education & material assistance.

PC=Pregnancy Center: Primarily provides pregnancy and parenting counseling, education, and material assistance.

SS=Social Services Provider: Primarily provides pregnancy and parenting counseling, education and material assistance in a case worker model.

Appendix C, Alternatives to Abortion Specific Terms & Conditions

APPENDIX C: ALTERNATIVES TO ABORTION SPECIFIC TERMS AND CONDITIONS

I. Alternatives to Abortion Specific Terms and Conditions

a. Performance

CONTRACTOR shall report on the deliverables in the RFP for Alternatives to Abortion No. 529-16-0004 in the document entitled "Attachment A-1, Performance Template" (**Appendix E**). Deliverables shall be submitted in the format and timeframes prescribed by HHSC.

b. Prior Approval of Media

CONTRACTOR shall submit for approval by HHSC all media to be created or acquired with HHSC funds under the contract. CONTRACTOR shall submit such media to HHSC for approval prior to their use or distribution regarding this program. The term "media" includes all written, audio, visual, electronic and other materials used to communicate information concerning pregnancy support services that promote childbirth to clients. All "media" will be conducted in accordance with the approved Communication and Outreach Strategy Plan.

c. Reporting Requirements

CONTRACTOR must submit reports in the timeframe and format prescribed by the attached **Appendix I**.

d. Changes in legally authorized agency representatives and key program staff

Within 30 business days, CONTRACTOR must give written notice to HHSC of a change in its legally authorized representative (Executive Director/President) and/or key program staff. Notice should be provided on the agency letterhead addressed to the HHSC Contract Manager by the CONTRACTOR's Director (for key program staff) or by CONTRACTOR'S Board Chair (for Executive Director/President). With respect to changes in legally authorized representatives, CONTRACTOR must provide with its written notice to HHSC an updated Vendor Information form.

Appendix D, RFP, Amendments, and Q&A



Request for Proposals (RFP)

Alternatives to Abortion

RFP No. 529-16-0004

Appendix D

RFP Released November 10, 2015

Amendments 1-3

Question and Answer Document



Chris Traylor, Executive Commissioner

Request for Proposals (RFP)

Alternatives to Abortion

RFP No. 529-16-0004

Date of Release: November 10, 2015

NIGP Class-Item Codes:

**920-66, 946-10,
952-21, 952-22, 952-43, 952-61, 952-67, 952-74, 952-85, 952-88,
958-68, 961-53**



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1. General Information

1.1. Scope

The State of Texas, by and through the Texas Health and Human Services Commission (HHSC), Procurement and Contracting Services (PCS) seeks proposals for the development and operation of a statewide program to provide support services to pregnant women to promote childbirth and support services to adoptive parents in accordance with the specifications contained in this Request for Proposals (RFP) #529-16-0004.

1.2. HHSC Point of Contact

The sole point of contact for inquiries concerning this RFP is:

Larry Torres
Procurement and Contracting Services
Health and Human Services Commission
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Office: 512.406.2509 Fax: 512.406.2691
larry.torres@hhsc.state.tx.us

All communications relating to this RFP must be directed to the HHSC contact person named above. All communications between respondents and other HHSC staff members concerning this RFP are strictly prohibited. **Failure to comply with these requirements may result in proposal disqualification.**

1.3. Procurement Schedule

The following table documents the critical pre-award events for the procurement. All dates are subject to change at HHSC's discretion.

Table 1 - Procurement Schedule	
RFP Release Date	<i>November 10, 2015</i>
RFP Conference	<i>November 23, 2015</i>
RFP Questions Due	<i>November 30, 2015</i>
Response to Questions Posted	<i>December 8, 2015</i>
Proposal Submission Deadline	<i>December 28, 2015</i>
Deadline for Proposal Withdrawal	<i>December 28, 2015</i>
Award Announcement	<i>February 12, 2016</i>
Anticipated Contract Start Date	<i>March 1, 2016</i>

1.4. Mission Statement

The mission of HHSC is to maintain and improve the health and human services system in Texas and to administer its programs in accordance with the highest standards of customer service and accountability for the effective use of funds. This procurement is intended to support the HHSC mission through the purchase of services that support alternatives to abortion through on pregnancy support services that promote childbirth and to provide services to adoptive parents.



HHSC seek to implement such a program as expeditiously, effectively and efficiently as possible with an emphasis on maximizing the availability of community resources and providers.

1.5. Mission Objectives

HHSC's objectives for this procurement are:

- A.** To contract with an experienced, highly skilled provider to work with HHSC to develop, maintain and support a program of coordinated services to support women considering alternatives to abortion and to adoptive parents in a secure, healthy, and nurturing environment. A successful provider will identify and enable the participation of skilled, qualified providers of services;
- B.** Implement and administer the program on a statewide basis;
- C.** Ensure service provider accountability and consumer satisfaction; and
- D.** Develop a flexible and responsive relationship to support HHSC mission and the objectives of this procurement.

To achieve these objectives, HHSC intends to enter into a contract with a provider that represents best value to HHSC by producing the best results while delivering the services described in Section 2, Statement of Work of this RFP.

1.6. Background

1.6.1. Overview of the Health and Human Services Commission

Since 1991, the Texas Health and Human Services Commission (HHSC) has overseen and coordinated the planning and delivery of health and human service programs in Texas. HHSC is established in accordance with Texas Government Code [Chapter 531](#) and is responsible for the oversight of all Texas health and human service agencies (HHS Agencies). HHSC's chief executive officer is Chris Traylor, Executive Commissioner of Health and Human Services.

1.6.2. Project Overview

HHSC issues this RFP pursuant to 84th Legislature Article II, H.B.1 (The General Appropriations Act), 2015, effective September 1, 2015. The purpose of this Request for Proposals (RFP) is to solicit proposals for development and operation of a statewide program that will provide support services to pregnant women to promote childbirth and also to provide support services to adoptive parents. Any proposals that are submitted in response to this RFP and any contract and program resulting from this RFP must meet all applicable requirements of state and federal law.

1.6.3. Project Scope

HHSC is accepting proposals for administration and operation of statewide Alternatives to Abortion program. The Contractor implementing the program will be responsible for Program Operation Services and Client Services.

Program Operation Services are those services and functions associated with the development and operation of the overall statewide program. Program Operation Services include but are not limited to all necessary administrative services, including establishing and supporting a network of service providers with all necessary training, supportive materials and activities.



Client Services are support services provided directly to clients to promote childbirth through support services and also to provide support services to adoptive parents and may include information, mentoring, case management, referrals and non-medical goods and services.

The Contractor may subcontract for provision of direct services.

1.7. Strategic Elements

1.7.1. Contract Type and Term

HHSC will award one (1) cost reimbursement contract for Alternatives to Abortion under this RFP. The initial contract period will be eighteen (18) months HHSC may at its' option amend the term of the contract for an additional two (2) years and reserves the right to extend the contract for one (1) additional year, or as necessary to complete the mission of the procurement. Services under any award may not extend beyond August 31, 2020.

1.7.2. Funding

HHSC anticipates the maximum funding available for contracts resulting from this RFP to be **\$9,150,000.00** over a twelve (12) month period. Table 2 reflects the maximum anticipated contract amount for of the initial eighteen (18) months.

Table 2 – Funding	
March 1, 2016 – August 31, 2016	\$ 4,575,000.00
September 1, 2016 – August 31, 2017	\$ 9,150,000.00
TOTAL	\$ 13,725,000.00

HHSC does not guarantee funding at any level and may increase or decrease funds at any time during the term of a contract resulting from this procurement.

The Contractor may not use funds received from HHSC to replace any other federal, state or local source of funds awarded under any other contract. Additionally, Contractors may not use HHSC funds as "Match" (in-kind or cash match) for any other funding opportunity (grant application) in which the awarded Contractor may be participating.

1.7.3. Contract Elements

The term "contract" means the contract awarded as a result of this RFP and all exhibits thereto. At a minimum, the following documents will be incorporated into the contract: this RFP and all attachments and exhibits; any modifications, addendum or amendments issued in conjunction with this RFP; [HHSC's Uniform Contract Terms and Conditions \(UTCs\), Version 1.5](#); and the successful respondent's proposal. HHSC Data Use Agreement, Attachment A to the UTCs, is available at http://www.hhsc.state.tx.us/about_hhsc/BusOpp/data-use-agreement.pdf. Information that explains the terms of the DUA and what laws require us to protect and safeguard agency confidential data can be found at:

<http://hhscx.hhsc.state.tx.us/data-use-agreement-compliance/docs/understanding-dua.pdf>

One or more of the "Special Terms" located in Article 16 of the UTCs may apply to the contract, and HHSC reserves the right to negotiate additional contract terms and conditions. Respondents are responsible for reviewing the UTCs and noting any exceptions, reservations, and limitations on the Respondent Information and Disclosures form.



1.7.4. HHSC's Basic Philosophy: Contracting for Results

HHSC's fundamental commitment is to contract for results. HHSC defines a successful result as the generation of defined, measurable, and beneficial outcomes that satisfy the contract requirements and support HHSC's missions and objectives. This RFP describes what is required of the contractor in terms of services, deliverables, performance measures and outcomes, and unless otherwise noted in the RFP, places the responsibility for how they are accomplished on the contractor.

1.8. External Factors

External factors may affect the project, including budgetary and resource constraints. Any contract resulting from the RFP is subject to the availability of state and federal funds. As of the issuance of this RFP, HHSC anticipates that budgeted funds will be available to reasonably fulfill the project requirements. If, however, funds are not available, HHSC reserves the right to withdraw the RFP or terminate the resulting contract without penalty.

1.9. Legal and Regulatory Constraints

1.9.1. Delegation of Authority

State and federal laws generally limit HHSC's ability to delegate certain decisions and functions to a contractor, including but not limited to: (1) policy-making authority; and (2) final decision-making authority on the acceptance or rejection of contracted services.

1.9.2. Conflicts of Interest

A conflict of interest is a set of facts or circumstances in which either a respondent or anyone acting on its behalf in connection with this procurement has past, present or currently planned personal, professional or financial interests or obligations that, in HHSC's determination, would actually or apparently conflict or interfere with the Respondent's contractual obligations to HHSC. A conflict of interest would include circumstances in which a party's personal, professional or financial interests or obligations may directly or indirectly:

- A.** Make it difficult or impossible to fulfill its contractual obligations to HHSC in a manner that is consistent with the best interests of the State of Texas;
- B.** Impair, diminish or interfere with that party's ability to render impartial or objective assistance or advice to HHSC; or
- C.** Provide the party with an unfair competitive advantage in future HHSC procurements.

Neither the respondent nor any other person or entity acting on its behalf, including but not limited to subcontractors, employees, agents and representatives, may have a conflict of interest with respect to this procurement. Before submitting a proposal, respondents should carefully review Article 12 of the Uniform Terms and Conditions for additional information concerning conflicts of interests.

A respondent must certify that it does not have personal or business interests that present a conflict of interest with respect to the RFP and resulting contract (see the Required Certifications form). Additionally, respondent must disclose all potential conflicts of interest. The respondent must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained (see the Respondent Information and Disclosures form). HHSC will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract.



Failure to identify potential conflicts of interest may result in HHSC's disqualification of a proposal or termination of the contract.

1.9.3. Former Employees of a State Agency

Respondents must comply with Texas and federal laws and regulations relating to the hiring of former state employees (see e.g., Texas Government Code [§572.054](#) and [45 C.F.R. §74.43](#)). Such "revolving door" provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two (2) years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees' official responsibility.

As a result of such laws and regulations, a respondent must certify that it has complied with all applicable laws and regulations regarding former state employees (see the Required Certifications form). Furthermore, a respondent must disclose any relevant past state employment of the respondent's or its subcontractors' employees and agents in the Respondent Information and Disclosure form.

1.10. Amendments and Announcements Regarding RFP

HHSC will post all official communication regarding this RFP on [Electronic State Business Daily \(ESBD\)](#) including the notice of award. HHSC reserves the right to revise the RFP at any time. Any changes, amendments, or clarifications will be made in the form of written responses to respondent questions, amendments, or addendum issued by HHSC on [ESBD](#). Respondents should check [ESBD](#) frequently for notice of matters affecting the RFP. The specific RFP may be accessed by searching using the procurement number.

Any amendment to this procurement will be posted as an addendum on [ESBD](#) website. It is the responsibility of interested parties to periodically check the website for updates to the procurement prior to submitting a bid. Respondent's failure to periodically check ESBD will in no way release the selected respondent from "addenda or additional information" resulting in additional costs to meet the requirements of the RFP.

1.11. RFP Cancellation/Partial Award/Non-Award

HHSC reserves the right to cancel this RFP, to make a partial award, or to make no award if it determines that such action is in the best interest of the State of Texas.

1.12. Right to Reject Proposals or Portions of Proposals

HHSC may, in its discretion, reject any and all proposals or portions thereof.

1.13. Costs Incurred

Respondents understand that issuance of this RFP in no way constitutes a commitment by HHSC to award a contract or to pay any costs incurred by a respondent in the preparation of a response to this RFP. HHSC is not liable for any costs incurred by a respondent prior to issuance of or entering into a formal agreement, contract, or purchase order. Costs of developing proposals, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by a respondent are entirely the responsibility of the respondent, and will not be reimbursed in any manner by the State of Texas.



1.14. Protest Procedures

Texas Administrative Code [Title 1, Part 15, Chapter 391, Subchapter D, Rule §391.405](#) outlines HHSC's respondent protest procedures.

1.15. Interpretive Conventions

Whenever the terms "shall," "must," or "is required" are used in this RFP in conjunction with a specification or performance requirement, the specification or requirement is mandatory. A respondent's failure to address or meet any mandatory requirement in a proposal may be cause for HHSC's rejection of the proposal.

Whenever the terms "can," "may," or "should" are used in this RFP in conjunction with a specification or performance requirement, the specification or performance requirement is a desirable, but not mandatory, requirement. Accordingly, a respondent's failure to address or provide any items so referred to will not be the cause for rejection of the proposal, but will likely result in a less favorable evaluation.

1.16. Contractor Standards of Conduct

In accordance with 1 TAC 391.505(a), any successful Contractor and its subcontractors must implement standards of conduct for their own personnel and agents on terms at least as restrictive as those applicable to HHSC contracting personnel. These standards must adhere to ethics requirements adopted in rule, in addition to any ethics policy, or code of ethics approved by the Executive Commissioner of HHSC.



2. Scope of Work

At a minimum, the Contractor shall provide the services in Section 2, the services offered via RFP response and accepted by HHSC and any services negotiated with the successful respondent.

2.1. Program Operation Services

Program Operation Services include, but are not limited to, administrative and program support services that are necessary for the efficient and accountable operation of the statewide Alternatives to Abortion Program (Program). The Contractor shall provide all statewide administrative services necessary for the Program to function effectively and efficiently.

2.1.1. Network of Service Providers

The Contractor shall perform no elective abortion procedures, shall neither contract with nor provide funds to any individual or entity for the performance of elective abortions, and shall submit no claims to Department of State Health Services (DSHS) for reimbursement of direct or indirect costs (including overhead, rent, phones, and utilities) for abortion procedures.

The Contractor may not affiliate with any entity that performs elective abortion procedures or any elective abortion provider affiliate at any time during the term of this contract. This non-affiliation requirement means that, while acting within the scope of the contract:

- A.** The Contractor must be a legally separate entity from any abortion-service provider. Contractor may have no legal relationship with an abortion services provider, which relationship is created or governed by at least one written instrument that demonstrates:
 - a. Common ownership, management, or control;
 - b. A franchise; or
 - c. The granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instrument" referenced above may include a certification of formation, a franchise agreement, standards of affiliation, bylaws, or a license.

- B.** The Contractor's name may not include or be similar to the name of any abortion-services provider, affiliate, or any entity that engages in pro-abortion advocacy.
- C.** The Contractor may not contract with or transfer any funds, through gift or payment, to an abortion-services provider or affiliate. Contractor may not share any expenses or costs (including overhead, rent, phones, equipment, and utilities) with an abortion-service provider or affiliate.
- D.** The Contractor may not share any employees or members of its governing body with an abortion-services provider or affiliate.
- E.** The Contractor may not be located at the same physical location or within 1,000 feet of an abortion-services provider or affiliate.
- F.** The Contractor may not display or use the names or trademarks of any abortion-services provider or affiliate; nor may Contractor advocate in favor of abortion services; nor may Contractor recommend abortion as an option for pregnant women.



2.1.1.1. Develop, Maintain and Support the Network

The Contractor must hold nonprofit 501(c)3 status. The Contractor shall develop and maintain a network of eligible community-based client service providers. Service providers at a minimum must:

- A.** Hold nonprofit 501(c)3 status;
- B.** Have a minimum of one (1) year of operational experience providing core Program services;
- C.** Have as a fundamental part of the mission a commitment to promoting childbirth;
- D.** Have adequate accessible space to ensure private and confidential client assessment and counseling;
- E.** Not charge fees for services; and
- F.** Have a documented process for client intake, satisfaction and complaints.

Providers must provide Client services as specified in Section 2.2 within each of the health and human services regional areas with the goal being to maximize statewide access to these services. A map showing Regional boundaries can be viewed at the following link:

http://www.hhsc.state.tx.us/about_hhsc/Regions/index.shtml

The Contractor shall screen and enroll service providers as necessary to maintain a qualified service delivery network. The Contractor shall ensure all service provider staff are fully oriented and trained prior to their participation in the Program. Contractor shall provide ongoing training and oversight of direct service providers to ensure compliance with program requirements.

2.1.1.2. Statewide Coverage

The Alternatives to Abortion program was appropriated additional funding by the 84th Legislature in part to expand services into areas that are not currently served by direct service providers. Responses that provide for statewide services in every county will be more favorably considered.

The Respondent must describe all the counties that will be covered and specific deliverables, including timeframes, for providing direct services in each county to ensure sufficient coverage for the potential need. Coverage can be provided through a direct service provider's main office or satellite office.

2.1.1.3. Termination of Network Service Providers

The Contractor is responsible for the termination of network service providers for cause. This includes but is not limited to:

- A.** Service providers that use an employee who has not passed the required background checks;
- B.** Service providers that utilizes materials not approved by HHSC;
- C.** Service providers that do not appropriately separate responsibilities for the Alternatives to Abortion program from their other services or missions; or
- D.** Service providers that do not meet other requirements of the Alternatives to Abortion program.



2.1.1.4. Provide Orientation and Training

The Contractor shall ensure that all service providers and the Contractor's staff performing duties under this contract are fully oriented to the Program prior to providing services and within thirty (30) days of subcontract agreement. Orientation must include at a minimum, the following:

- A.** Meeting all requirements, procedures, policies, record keeping and documentation requirements of the Program;
- B.** Meeting all obligations or restrictions associated with program participation and acceptance of public funds;
- C.** Maintaining nondiscrimination policies, privacy policies and practices consistent with, as applicable, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA");
- D.** Compliance with applicable obligations or restrictions associated with program participation and acceptance of public funds including Charitable Choice Provisions Applicable to the Temporary Assistance for Needy Families Program (45 CFR Part 260, RIN 0970-AC12 of the Department of Health and Human Services Administration for Children and Families) website located at:

http://www.hhs.gov/fbcf/finalTANF_ccregs.html

The Contractor must use results of provider monitoring and other available information to analyze the need for ongoing or additional training to individual or groups of providers.

2.1.2. Interest Form

The Contractor shall develop an Interest Form for new service providers. The form will be used and kept on file by the Contractor to determine the suitability of interested parties to provide Client Services. The interest form shall also include the requirements for providing Client Services and orientation to the Program. The Interest Form, including any subsequent changes, shall be approved by HHSC prior to use.

2.1.3. Communication and Outreach

The Contractor shall develop and implement communication and outreach strategies to make the public aware of the Program, services provided, and how to access services. The Contractor shall submit a Communication and Outreach Strategy Plan for written approval by HHSC. All communication and outreach activities shall be conducted in accordance with the approved plan.

Communication and outreach activities shall include, but are not limited to:

- B.** Developing and maintaining a Program specific website. The website and all content and information provided therein must be approved in writing by HHSC. At no time shall the website contain any content or information not approved in writing by HHSC. Upon termination of the contract the Contractor must transfer the web site domain to HHSC.
- C.** Developing or procuring informational or educational materials that can be used in the direct delivery of services to clients. All materials to be used as part of this Program shall be approved in writing by HHSC prior to distribution to Providers or clients.
 - a.** All materials developed or used by the Contractor as part of this contract are the property of HHSC.
 - b.** The Contractor must ensure that all informational or educational materials are available, at a minimum, in both English and Spanish.



- c. Contractor must ensure services to clients with limited English proficiency are available in languages other than English based on the individual need of the client.

Use of social media is not currently allowed. However, HHSC may consider adopting use of social media in the future.

2.1.4. Program Monitoring

- A. The Contractor shall be responsible for monitoring the functioning of the Program and the quality of all client services provided. This shall include the development and implementation of a process and schedule for monitoring the performance of all Providers in the network.
- B. The Contractor shall take corrective action at any time the Program encounters operational difficulties or the Contractor's staff or Provider fail to follow contractual or legal requirements or Program policies or procedures.
- C. Contractor shall provide HHSC evidence of corrective action by Contractor and/or Service Providers, including repayment of funds as applicable, upon request.
- D. HHSC reserves the right to conduct monitoring of subcontractors in determining the Contractor's compliance with the terms and conditions of this Agreement.

2.1.5. Project Work Plan

The Respondent shall develop and present with its' response a proposed Project Work Plan, that includes specific deliverables with associated timeframes and a budget indicating planned expenditures for each year of the initial contract. The Project Work Plan is part of the Response Template (Attachment A) required by this RFP. For the purposes of this RFP, the first year begins on March 1, 2016 and ends on August 31, 2016. The second year of this contract begins on September 1, 2016 and ends on August 31, 2017. The required budget for each period is outlined in the Cost Section of this RFP (Attachment B). The final budget and Project Work Plan will be negotiated by HHSC prior to final contract award. The Project Work Plan must include but is not limited to:

- A. Development of a network of service providers that will provide statewide coverage, preferably in every county;
- B. Ensuring sufficient direct service coverage based on need in any given service area;
- C. Providing initial and ongoing training to and maintenance of the provider network;
- D. Maintaining a separation of responsibilities provided under this SOW to ensure provided services are independent of other services or missions of the Contractor and network service providers;
- E. Management of the Network of Service Providers; and
- F. Oversight of service providers to ensure the quality of the services provided and compliance with requirements of the program.

After the initial contract period Contractor must provide a plan of operation and budget for each year of additional periods or extensions granted by HHSC in the timeframe defined by the HHSC Contract Manager. All plans of operation and budgets require written approval by the HHSC Contract Manager.



2.1.6. Program Database

The Contractor shall maintain a secure database for all Program activities including, but not limited to services provided directly to clients.

Any software utilized for client services tracking purposes shall be designed to protect client identity and all information consistent with HHS Enterprise Information Security and the Data Use Agreement. HHSC shall be provided access to the Program Database as needed and without restriction or additional charges to HHSC.

- A. The information to be contained in the Program Database will be mutually determined by the Contractor and HHSC.
- B. All clients shall be assigned a unique identifier. The client's social security number, protected health information, or other personally identifiable information shall not be used as an identifier.

2.2. Client Services

Client Services are intended to provide viable and effective alternatives to abortion for females across the state that are pregnant and unsure of whether to have the child. Client services are also intended to provide services to adoptive parents and to current program participants who experience the loss of a child.

Client Services shall be provided:

- A. For a limited duration lasting up to two (2) years post-partum;
- B. For at least thirty (30) calendar days after miscarriage or loss of a child (counseling, referrals and other relevant services); and
- C. To adoptive parents for a limited duration up to two (2) years post adoption finalization, regardless of the age of the child.

Client Services shall be provided directly to clients in their communities. Services should typically be provided on an individual basis, but could also be provided in a group setting.

At a minimum, Contractor or their subcontractors shall provide services addressed in this RFP. HHSC will consider the addition of other services if proposed by the Contractor. Only services outlined in the RFP or approved in writing by HHSC shall be provided to clients. Services include but are not limited to:

2.2.1. Decision Support Services

Client Services providers must document and provide, at a minimum the following decision support services that actively promote childbirth:

- A. Evidence-based information regarding pregnancy, fetal development, childbirth, childcare and parenting;
- B. Evidence-based information regarding general health and health care; and
- C. Evidence-based information regarding adoption services, programs and related options.

2.2.2. Mentoring and Case Management

Client Services must deliver evidence-based mentoring and case management related to pregnancy and/or parenting that meets or exceeds the following minimal criteria:



- A. Structured, one-to-one relationship or partnership that focuses on the needs of the mentored client;
- B. Fosters caring and supportive relationships that include family group decision making efforts that promote childbirth;
- C. Encourages individuals to develop to their fullest potential by improving coping strategies and life skills; and
- D. Provides guidance and assistance to clients to develop vision for the future.

2.2.3. Non-Medical Goods and Services

Client Services must arrange, at no cost to the client, non-medical goods and services that meet the immediate or short-term needs of the participant and that directly support or promote childbirth. Non-medical goods and services include, but are not limited to:

- A. Goods or services that meet short-term basic needs related to food, clothing and transportation;
- B. Cribs, car seats, maternity and baby clothes, formula and diapers that meet the then current safety standards for use;
- C. Temporary child care provided by childcare providers licensed and registered with the Department of Family and Protective Services (DFPS); and
- D. Comprehensive, integrated and timely referral to government assistance programs and community support networks that will provide assistance to the participant before and after childbirth and promote the child's safety and well-being. This assistance may include, but is not necessarily limited to, referrals to:
 - a. Medicaid;
 - b. Children's Health Insurance Program (CHIP);
 - c. Temporary Assistance to Needy Families (TANF);
 - d. Supplemental Nutrition Assistance Program (SNAP);
 - e. Women, Infant and Children (WIC) Program;
 - f. Child support agencies;
 - g. Agencies that provide assistance with domestic violence;
 - h. Other assistance programs available through the HHSC Community Partner Program; and
 - i. Community groups for support in meeting supplementary longer term needs related to food, clothing, health, legal assistance transportation, or housing assistance.

2.2.4. Report Child Abuse

If at any time the Contractor or Service Provider suspects' child abuse, the Contractor or Provider shall make appropriate reports of the suspected child abuse to DFPS as mandated by law.

http://www.dfps.state.tx.us/Contact_Us/report_abuse.asp

2.3. Additional Contractor Responsibilities

2.3.1. Transition at the Start and End of Contract

The Contractor shall fully cooperate with HHSC to Transition into the contract at the start of the contract term and transfer services (Turnover) to another contractor on any subsequent contract or to the State. It is anticipated that Transition and Turnover shall take no more than sixty (60) calendar days each.



A. Transition

The outgoing Contractor shall work with the new Contractor to transfer all client information to the new Contractor including any database. The outgoing Contractor shall be responsible for supporting a continuity of service to existing clients as they transition to the new Contractor.

B. Turnover

As part of preparing to turn over services to a new Contractor the existing Contractor shall:

- a. Transition clients receiving direct services through the Contractor and subcontractors to the new Contractor without a lapse in services.
- b. Transfer client records for all clients who have not completed services to the new Contractor.
- c. Provide an inventory of all printed materials purchased using funds from this contract. All such materials shall be transferred to the new Contractor or HHSC as specified by the HHSC Contract Manager.
- d. Provide electronic copies, in an editable format, of all materials developed by the Contractor under this contract shall be provided to the HHSC Contract Manager.

2.4. Approval of Plan of Operations and Budget Contract Renewals

Upon request by HHSC, but no less than forty-five (45) calendar days prior to the start of the new fiscal year, the Contractor shall submit to the HHSC project manager for written approval the proposed plan of operation and program budget for the upcoming fiscal year. The proposed budget shall be in the format prescribed by HHSC.

If the plan of operation and program budget is not approved, HHSC will indicate those areas that do not meet expectations and the Contractor shall revise the documents accordingly. Any clarifications, modifications, or updates required by HHSC shall be made by Contractor within the timeframes specified by HHSC.

2.5. Approval of Work Products

2.5.1. Required Plans

The Contractor shall provide the following plans to HHSC:

A. Project Work Plan as Specified in Section 2.1.5.

The Respondent shall develop and present with its response a proposed Project Work Plan, including specific deliverables with associated timeframes and outcomes and a budget indicating planned expenditures for each year of term of the initial contract. For the purposes of this RFP, the first year begins on March 1, 2016 and ends on August 31, 2016. The second year of this contract begins on September 1, 2016 and ends on August 31, 2017. HHSC has provided a budget spreadsheet for use with the Project Work Plan. The Project Work Plan must include but is not limited to:

- a. Development a network of service providers that will provide statewide coverage, preferably in every county;
- b. Ensuring sufficient direct service coverage based on need in any given service area;
- c. Providing initial and ongoing training to and maintenance of the provider network;



- d. Maintaining a separation of responsibilities provided under this SOW to insure provided services are independent of other services or missions of the Contractor and network service providers;
- e. Management of the Network of Service Providers; and
- f. Oversight of service providers to ensure the quality of the services provided and compliance with requirements of the program.

B. Network Development Plan

As specified in Section 2.1.1. This updated plan shall include approach to developing, maintaining and managing a statewide network of service providers. The plan will include, but is not limited to the approach to screening, orientation, and training of service providers. The plan shall also include ongoing monitoring, corrective action, and the termination process Contractor will utilize when providers wish to withdraw from statewide network or have to be terminated for cause.

Responses that provide for statewide services in every county will be more favorably considered.

The Respondent must describe all the counties that will be covered and specific deliverables, including timeframes, for providing direct services in each county to ensure sufficient coverage for the potential need. Coverage can be provided through a direct service provider's main office or satellite office.

C. Communication and Outreach Plan

Communication and Outreach Plan must meet requirements addressed in Section 2.1.3 and in addition shall include, but is not limited to Contractors approach to address demographics that target increased services to areas where concentration of potentially eligible population indicate greatest need and to provide coverage in each county.

D. Interest Form as Specified in Section 2.1.2.

E. Development Plan

Development Plan which at a minimum shall include:

- a. Propose materials or types of materials to increase the public's awareness and knowledge of the program;
- b. Outreach activities to increase public awareness and knowledge of the program;
- c. Educational activities to increase knowledge of alternatives to abortion and support services available; and,
- d. Strategy for use of alternative language as specified in section 2.1.3.C.b. and c.

F. Program Monitoring Plan as specified in Section 2.1.4.

2.5.2. Approval of Website and All Written Materials

The Contractor shall submit all website content and all written materials, whether developed by the Contractor or a third party, to HHSC for written approval prior to use of the content or material. Only that content or materials approved in writing by HHSC may be used as part of this Program.

HHSC, in its sole discretion, may disallow the use of the content or material or may request revision. For any content or material for which revision is requested, HHSC will indicate those



areas that do not meet HHSC's expectations and the Contractor shall revise the content or material accordingly. Any clarifications, modifications, or updates required by HHSC shall be made by Contractor no later than five (5) calendar days from the date of written request.

2.6. Background Checks

The Contractor shall obtain a criminal background check, including fingerprinting, on any employees, including Subcontractors and subcontractor employees, who provide services directly to clients. Criminal background checks shall be performed at the Contractor's expense and are for the United States of America.

The Contractor shall not utilize an employee, subcontractor or subcontractor's employee to provide client services if as a result of a criminal background check, or self-disclosure by the person, Contractor discovers that the person has been convicted of an offense listed in Section 250.006 of the Texas Health and Safety Code that bars employment or if the Contractor makes a reasonable determination that a conviction may pose a risk to any stakeholders, clients, or their family members.

2.7. Program Reporting

On a monthly basis, the Contractor shall provide to the HHSC contract manager a written Program Report detailing the operations of the program for the preceding month. At a minimum, the Program Report shall include:

- A.** Tasks Completed;
- B.** Tasks in Progress;
- C.** Work to be Initiated during the next month;
- D.** Issues Requiring HHSC Attention which shall include, but not be limited to:
 - 1.** Any problems that may delay performance;
 - 2.** Proposed corrective action, as well as any failure of Contractor or Provider to perform, any delay of Contractor or Provider in performing; and
 - 3.** Any inadequacy in the performance of Contractor of any Contractor obligation.
- E.** Monitoring efforts employed:
 - 1.** The results of the monitoring;
 - 2.** Any findings regarding performance of client service providers;
 - 3.** Any training needs identified and resulting actions; and
 - 4.** Any corrective action taken and the resolution of any issues.

Additional requirements clarifications and report items may be added by HHSC as information needs change.

2.8. Performance Measures and Associated Remedies

HHSC will monitor the performance of the Contractor. All services under the contract shall be provided at an acceptable quality level and in a manner consistent with HHSC contract and program requirements. Acceptable quality level will be the standards provided in this Section 2, Respondents accepted offer, or the final negotiated standard whichever is most advantageous to the client or HHSC. HHSC reserves the right to impose remedies that will be included in the contract resulting from this RFP. Remedies that HHSC may impose include, but are not limited to:

- A.** Written corrective action plans;
- B.** Additional reporting;



- C.** Withholding/offsetting payments; and
- D.** Termination or suspension of the contract.

State agencies report a contractor's performance on any purchase of \$25,000 or more from contracts administered by the commission or any other purchase made through an agency's delegated authority or a purchase made pursuant to the authority in Government Code, Title 10, Subtitle D or a purchase exemption from CPA/TPASS procurement rules and procedures.

Performance measures and the associated remedies will be negotiated and approved by HHSC based on the response presented by respondent and any negotiated standard.

2.9. Payment and Invoicing

The payment structure of this contract will be cost reimbursement based on Code of Federal Regulations (C.F.R.) Title 2, Subtitle A, Chapter II-Part 200:

[C.F.R. Title 2, Subtitle A, Chapter II-Part 200](#)

Invoices shall be submitted monthly with Program Report. Contractor will be paid on a cost reimbursement basis.

2.10. Travel

Travel costs are budgeted and allowed on a cost-incurred basis when costs are reasonable, necessary, allocable, and substantiated by adequate documentation. Travel must be for official staff business conducted in carrying out the contract and part of the HHSC approved budget. Expenses must meet the requirements for and limits outlined in the Texas Comptroller's of Public Accounts (CPA) "Textravel-Rules of the Road" accessible via this link:

<https://fmx.cpa.state.tx.us/fmx/travel/texttravel/index.php>

Out of state travel is not reimbursable under this contract.



3. General Instructions and Proposal Requirements

3.1. RFP Information Conference

HHSC will hold an RFP information conference will be available via conference call:

Date: November 23, 2015
Time: 2:00 P.M. to 4:00 P.M.
Call In Number: (877)226-9790
Access Code: 8802578

Conference will also be available for in person attendance:

Procurement and Contracting Building, Room 101.11
1100 W. 49th St.
Austin, Texas 78756

Respondents may email questions for the conference to the HHSC Point of Contact (see Section 1.2). HHSC will give respondents the opportunity to submit written questions during the conference. All questions should reference the appropriate RFP page and section number. HHSC will attempt to respond to questions during the conference, but responses are not official until posted in final form on the ESD website.

Participation in the conference is strongly recommended, but is not required.

3.2. Questions and Comments

All questions and comments regarding this RFP should be sent to the HHSC Point of Contact (see Section 1.2). Questions must reference the appropriate RFP page and section number, and must be submitted by the deadline set forth in Section 1.3. HHSC will not respond to questions received after the deadline. HHSC's responses to questions will be posted to the ESD website. HHSC reserves the right to amend answers prior to the proposal submission deadline.

Respondents must notify HHSC of any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in the RFP by the deadline for submitting questions and comments. If a respondent fails to notify HHSC of these issues, it will submit a proposal at its own risk, and if awarded a contract: (1) shall have waived any claim of error or ambiguity in the RFP or resulting contract, (2) shall not contest HHSC's interpretation of such provision(s), and (3) shall not be entitled to additional compensation, relief or time by reason of the ambiguity, error, or its later correction.

3.3. Modification or Withdrawal of Proposal

Prior to the proposal submission deadline set forth in Section 1.3, a respondent may: (1) withdraw its proposal by submitting a written request to the HHSC Point of Contact; or (2) modify its proposal by submitting a written amendment to the HHSC Point of Contact. HHSC may request proposal modifications at any time.

HHSC reserves the right to waive minor informalities in a proposal and award a contract that is in the best interest of the State of Texas. A "minor informality" is an omission or error that, in



HHSC's determination, if waived or modified when evaluating proposals, would not give a respondent an unfair advantage over other respondents or result in a material change in the proposal or RFP requirements. When HHSC determines that a proposal contains a minor informality, it may at its discretion provide the respondent with the opportunity to correct.

3.4. News Releases

Prior to award, a respondent may not issue a press release or provide any information for public consumption regarding its participation in the procurement. After award, contractor must receive prior written approval from HHSC before issuing a press release or providing information for public consumption regarding its participation in the procurement. Requests should be directed to the HHSC Point of Contact identified in Section 1.2.

This Section 3.4 does not preclude business communications necessary for respondent to develop a proposal or required reporting to shareholders or governmental authorities.

3.5. Incomplete Proposals

HHSC may reject without further consideration a proposal that does not include a complete, comprehensive, or total solution as requested by the RFP.

3.6. State Use of Ideas

HHSC reserves the right to use any and all ideas presented in a proposal unless the respondent presents a valid legal case that such ideas are trade secret or confidential information, and identifies the information as such in its proposal (see Section 3.13). A respondent may not object to the use of ideas that are not the respondent's intellectual property and so designated in the proposal that: (1) were known to HHSC before the submission of the proposal; (2) were in the public domain through no fault of HHSC; or (3) became properly known to HHSC after proposal submission through other sources or through acceptance of the proposal.

3.7. Property of HHSC

Except as otherwise provided in this RFP or the resulting contract, all products produced by a respondent, including without limitations the proposal, all plans, designs, software, and other contract deliverables, become the sole property of HHSC.

3.8. Copyright Restriction

HHSC will not consider any proposal that bears a copyright.

3.9. Additional Information

By submitting a proposal, the respondent grants HHSC the right to obtain information from any lawful source regarding the respondent's and its directors', officers', and employees': (1) past business history, practices, and conduct; (2) ability to supply the goods and services; and (3) ability to comply with contract requirements. By submitting a proposal, a respondent generally releases from liability and waives all claims against any party providing HHSC information about the respondent. HHSC may take such information into consideration in evaluating proposals.

3.10. Multiple Responses

A respondent may only submit one proposal as a prime contractor. If a respondent submits more than one proposal, HHSC may reject one or more of the submissions. This requirement



does not limit a subcontractor's ability to collaborate with one or more respondents submitting proposals.

3.11. No Joint Proposals

HHSC will not consider joint or collaborative proposals that require it to contract with more than one respondent.

3.12. Use of Subcontractors

Subcontractors providing services under the contract shall meet the same requirements and level of experience as required of the respondent. No subcontract under the contract shall relieve the respondent of the responsibility for ensuring the requested services are provided. Respondents planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.

3.13. Texas Public Information Act

3.13.1. General Requirement for the Release of Proposals

Proposals will be subject to the Texas Public Information Act (the Act), located in Texas Government Code Chapter 552 and may be disclosed to the public upon request. Subject to the Act, respondents may protect trade secret and confidential information from public release. If the respondent asserts that information provided in the proposal is trade secrets or other confidential information, it must be clearly marked such information in boldface type and include the words "confidential" or "trade secret" at top of the page. Furthermore, the respondent must identify trade secret or confidential information, and provide an explanation of why the information is exempted from public disclosure, on the Respondent Information and Disclosures form.

HHSC will process any request from a member of the public in accordance with the procedures outlined in the Act. Respondents should consult the Texas Attorney General's website (www.oag.state.tx.us) for information concerning the Act's application to proposals and potential exceptions to disclosure.

3.13.2. Publication of Major Contracts

[Texas Government Code §322.020](#) requires HHSC to provide copies of "major contracts" to the Legislative Budget Board (LBB). If the contract resulting from this procurement falls within the §322.020 definition of a "major contract," the LBB will provide the public with access to all contract documents. This includes the proposal, unless the respondent can demonstrate that all or part of the proposal is exempted from disclosure under the Texas Public Information Act. In such cases, the respondent will be responsible for preparing, for HHSC's approval, an appendix that describes the exempt information contained in the proposal without disclosing its content, as required by [Texas Government Code §322.020 \(d\)](#).

3.14. Instructions for Submitting Proposals

3.14.1. Number of Copies

Submit one (1) original and one (1) copy of the entire proposal package. An authorized representative must sign the original in ink. In addition, submit one electronic copy of the proposal on a portable media, such as a flash drive, compatible with Microsoft Office 2010.



HHSC will not accept telephone and facsimile proposals. Any disparities between the contents of the original printed proposal and the electronic proposal will be interpreted in favor of HHSC.

3.14.2. Submission

Submit all copies of the proposal to HHSC Procurement and Contracting Services (PCS) Division no later than **5:00 P.M. on December 28, 2015**. All submissions will be date and time stamped when received by PCS. The clock in the PCS office is the official timepiece for determining compliance with the deadlines in this procurement. HHSC reserves the right to reject late submissions. It is the respondent's responsibility to appropriately mark and deliver the proposal to HHSC by the specified date.

Physical Address for hand delivery and overnight and commercial mail:

HHSC Procurement and Contracting Services (PCS) Building
Attn: Larry Torres, Project Manager
1100 W. 49th Street
Austin, Texas 78756
512.406.2509

All proposals become the property of HHSC after submission.

3.14.3. Additional Requirements

All proposals must be:

- A. Clearly legible;
- B. Sequentially page-numbered and include the respondent's name at the top of each page;
- C. Organized in the sequence outlined in Section 3.15;
- D. Bound and placed in one or more Letter Size, 3.5 inch expandable pocket folders (brown is preferred);
- E. Correctly identified with the RFP number and submittal deadline;
- F. Responsive to all RFP requirements;
- G. Typed on 8½ by 11 paper; and
- H. In Arial or Times New Roman font, size 11 for normal text, no less than size 9 for tables, graphs and appendices.

Proposals may not include materials or pamphlets not specifically requested in this RFP.

3.15. Format and Content

The proposal must consist of the following parts:

- A. Part 1 – Business Proposal
- B. Part 2 – Cost Proposal

3.15.1. Part 1 – Business Proposal

The Business Proposal must include the following sections:

- A. Section 1 – Executive Summary
- B. Section 2 – Corporate Background and Experience
- C. Section 3 – Project Work Plan
- D. Section 4 – Value-added Benefits
- E. Section 5 – Assumptions
- F. Section 6 – Appendices
- G. Section 7 – HUB Subcontracting Plan, in accordance with Section 4



H. Section 8 – Certifications and Other Required Forms

3.15.1.1. Section 1 – Executive Summary

In this section, condense and highlight the content of the Business Proposal to provide HHSC with a broad understanding of the respondent's approach to meeting the RFP's business requirements. The summary must demonstrate an understanding of HHSC's goals and objectives for this procurement. Executive Summary must be limited to two (2) pages within Attachment A, Response Template in the space identified and provided.

3.15.1.2. Section 2 – Corporate Background and Experience

The response to Section 2, Corporate Background and Experience must be submitted in the space provided in Attachment A, Response Template of this RFP.

This section details the respondent's corporate background and experience. If the respondent proposes to use subcontractor(s), it must describe any existing or ongoing relationships with the subcontractor(s), including project descriptions. The section should include the following information:

1. Corporate Background, Experience and References (Appendix I-A)

Describe the respondent's corporate background as it relates to projects similar in scope and complexity to the project described in this RFP including but not limited to past performance, reliability, and quality of services provided.

Include a description and at least three (3) references from projects performed within the last five (5) years that demonstrate the respondent's ability to perform the Scope of Work described in the RFP. Include contract dates and contact information (customer points of contact, address, telephone number and email address). The respondent must explain whether it performed the work as a prime contractor or subcontractor. If the respondent performed the work as a subcontractor, the respondent must describe the scope of subcontracted activities. **Mark these references Appendix I-A, Corporate References** and include with response.

Note: References cannot be employees or subcontractors of Respondent's business.

2. Résumés and References (Appendix I-B, and Appendix I-C)

Identify and describe the respondent's proposed labor skill set and provide résumés of all proposed key personnel (as defined by the respondent). Résumés must demonstrate experience germane to the position proposed. Résumés should include work on projects cited under the respondent's corporate experience, and the specific functions performed on such projects. **Mark résumés as Appendix I-B, Staff Résumés** and include with response. Include the name of the applicable key personnel on each page of their respective résumé.

In addition to the résumé include at least three (3) references from recent projects for each of the project staff. References may not be the respondent's or subcontractor's employees. **Mark references Appendix I-C, Project Staff References** and include with response.

Note: References cannot be employees or subcontractors of Respondent's business.

3. Project Organization

Respondent must provide information to identify where this project will fit within the organization.

A. Provide a list of board members that includes:



1. Name;
2. Position; and
3. Contact Information (address, telephone, and email).

Mark this list Appendix I-D Board Members

B. Provide organizational charts:

1. Respondent's Business Organizational Chart

Mark this chart Appendix I-E, Business Organizational Chart

2. Project Organizational Chart

Mark this chart Appendix I-F, Project Organizational Chart

4. Financial Capacity (Appendix II)

Respondent must supply evidence of financial stability sufficient to demonstrate reasonable stability and solvency appropriate to the requirements of this procurement. Respondents must:

- A.** Submit a current financial statement plus
- B.** Two (2) years of audited financial reports including:
 1. All supplements; and
 2. Management discussion and analysis;
 3. Actuarial opinions; and
 4. Notes to financial statements.

At a minimum, such financial statements and reports include:

1. Balance sheet;
2. Statement of income and expense;
3. Statement of changes in financial position;
4. Cash flows; and
5. Capital expenditures.

Mark these documents as Appendix II – Financial Capacity and include the name of the Respondent on each page of the supporting documents submitted.

5. Corporate Guarantee (Appendix III)

If the respondent is substantially owned or controlled, in whole or in part, by one or more other legal entities, the respondent must submit the information required under the "Financial Capacity" section above for each such entity, including the most recent financial statement for each such entity. The respondent must also include a statement that the entity or entities will unconditionally guarantee performance by the respondent of each and every obligation, warranty, covenant, term and condition of the contract. If HHSC determines that an entity does not have sufficient financial resources to guarantee the respondent's performance, HHSC may require the respondent to obtain another acceptable financial instrument or resource from such entity, or to obtain an acceptable guarantee from another entity with sufficient financial resources to guarantee performance. **Mark these documents as Appendix III** and include the name of the Respondent on each page of the supporting documents submitted.



6. Bonding (Appendix IV)

HHSC reserves the right to require the respondent to procure one or more performance, fidelity, payment or other bond, if during the term of the contract; HHSC in its sole discretion determines that there is a business need for such requirement.

3.15.1.3. Section 3 – Project Work Plan

Complete and return with the RFP response **Attachment A, Response Template**. The Scope of Work (SOW) will consist of RFP Section 2, the responses provided in Attachment A, and any service requirements negotiated with the successful Contractor. Describe the respondent's proposed processes and methodologies for providing components of the Scope of Work (SOW) described in Section 2 of this RFP. A specific response to each question in Attachment A is required.

In addition to Attachment A, Response Template complete and return with the RFP response **Attachment A-1, Performance Template**, also a part of the proposed Project Work Plan and SOW. This template is intended to describe the services the respondent proposes to provide during Fiscal Years 2016 and 2017 and to indicate the respondents' estimate of the volume of services that will be provided, especially the number of persons to be served. The template indicates and quantifies what the state can expect to receive for the funding available.

3.15.1.4. Section 4 – Value-added Benefits

Describe any services or deliverables that are not required by the RFP that the respondent proposes to provide at no additional cost to HHSC. Respondents are not required to proposed value-added benefits, but inclusion of such benefits may result in a more favorable evaluation.

3.15.1.5. Section 5 – Assumptions



State any business, economic, legal, programmatic, or practical assumptions that underlie the respondent's response to the Business Proposal. HHSC reserves the right to accept or reject any assumptions. All assumptions not expressly identified and incorporated into the contract resulting from this RFP are deemed rejected by HHSC.

3.15.1.6. Section 6 – Appendices

Respondents are not required to submit appendices to Part 1, Business Proposal other than those which are required and listed below or elsewhere in the RFP. With the exception of Appendix II, Financial Capacity and Appendix II-A, Internal Control Questionnaire appendices as detailed in the table are documents prepared and provided with by respondent. Appendix II and II-A, are embedded in the table.

Table 3 - Appendices			
Appendix Identifier	Title	Purpose	Return with Response
I-A	Business References	To collect business references for background and experience information	Yes
I-B	Project Staff Resumes	To provide background and experience information on staff already employed by Respondent	Yes
I-C	Project Staff References	To collect project staff references for background and experience information	Yes



Table 3 - Appendices			
Appendix Identifier	Title	Purpose	Return with Response
I-D	Board Members	To create a roster and collect information on board members	Yes
I-E	Organizational Chart	To provide a visual reference of business organization	Yes
I-F	Project Organizational Chart	To provide a visual reference of where Alternatives to Abortion project fits into the business organization	Yes
II	Financial Capacity	To collect financial and accounting information  App II Financial Capacity 100215	Yes
II-A	Internal Control Questionnaire	To collect financial and accounting management information  App II-A ICQ 110515	Yes
III	Corporate Guarantee	To provide information regarding corporate ownership and control	Yes If applicable

3.15.1.7. Section 7 – HUB Subcontracting Plan

HUB Subcontracting Plan is not required for this RFP.

3.15.1.8. Section 8 – Certifications and Other Required Forms

Respondents must submit the following required forms with their proposals:

- A. Child Support Certification;
- B. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts;
- C. Certification Regarding Federal Lobbying;
- D. Nondisclosure Procurement Integrity Statement;
- E. Required Certifications;
- F. Respondent Information and Disclosures; and
- G. Anti-Trust Certification;
- H. Security and Privacy Initial Inquiry (SPI).

The required forms are located on HHSC's website, under the [HHSC Required Forms](#) link. HHSC encourages respondents to carefully review all of these forms and submit questions regarding their completion prior to the deadline for submitting questions (see Section 1.3).

3.15.2. Part 2 – Cost Proposal (Attachment B)

Part 2, Cost Proposal includes both the Excel spreadsheets and the budget narrative. **RFP Attachment B - Cost Proposal-Budget** must be provided on the Excel spreadsheets provided as Attachment B. Respondents must complete and return with their response the completed budget and the budget narrative block at the bottom of each budget page clearly describing and explaining budget line item amounts and how the allocation of funds proposed by Respondent



supports the proposed Program. The Cost Proposal must be placed in a separate, sealed package, clearly marked as Part 2, Cost Proposal with the respondent's name, the RFP number, and the RFP submission date.

There are several documents related to Part 2, Cost Proposal:

A. Attachment B - Cost Proposal – Budget (Excel Spreadsheets)

Note: Attachment B-1, Supplemental Guidance Cost Proposal includes information that will be helpful in completing the budget spreadsheets.

1. Budget and Narrative for the period: March 1, 2016 – August 31, 2016
2. Budget and Narrative for the period: September 1, 2016 – August 31, 2017

Table 4 – Maximum Available Funding	
March 1, 2016 – August 31, 2016	\$ 4,575,000.00
September 1, 2016 – August 31, 2017	\$ 9,150,000.00

B. Appendix II - Financial Capacity

C. Appendix II-A - Internal Control Questionnaire (ICQ)

A, B, and C and related support documents must be returned with proposal.

Respondents must base their Cost Proposals on the Scope of Work described in Section 2, of this RFP. This section should include any business, economic, legal, programmatic, or practical assumptions that underlie the Cost Proposal. HHSC reserves the right to accept or reject any assumptions. All assumptions not expressly identified and incorporated into the contract resulting from this RFP are deemed rejected by HHSC.

Respondents must separately identify value-added benefits, cost-savings and cost-avoidance methods and measures, and the effect of such methods on the Cost Proposal and Scope of Work.



4. Historically Underutilized Business Participation

Although the estimated value is above \$100,000, and the Historically Underutilized Business (HUB) Program Office has determined that subcontracting opportunities are probable; Health and Human Services Commission (HHSC) has determined that the HUB Subcontracting Plan (HSP) requirements are not applicable under this solicitation because the agency has determined that all contractors and subcontractors must hold nonprofit 501(c)3 status. [34 Texas Administrative Code §20.11](#) requires HUB businesses to be formed for the purpose of making a profit. Therefore, respondents are not required to submit a HSP with their proposal at the time of submission.



5. Proposal Evaluation

HHSC will use a formal evaluation process to select the successful respondent(s). HHSC will consider capabilities or advantages that are clearly described in the proposal, which may be confirmed by oral presentations, site visits, demonstrations, and references contacted by HHSC. HHSC reserves the right to contact individuals, entities, or organizations that have had dealings with the respondent or proposed staff, whether or not identified in the proposal.

HHSC will more favorably evaluate proposals that offer no or few exceptions, reservations, or limitations to the terms and conditions of the RFP, including the awarding agency's UTCs.

5.1. Evaluation Criteria

HHSC will evaluate proposals based on the following best value criteria, listed in order of precedence:

- A.** The extent to which the services
 - 1. Meet the needs of clients to be served
 - 2. Meet the needs of HHSC for project management;
 - 3. Demonstrate an understanding of the project goals and objectives; and
 - 4. Support HHSC's goals and objectives.
- B.** Indicators of probable performance such as
 - 1. Ability to perform, including Respondent's experience with projects similar in scope and size;
 - 2. Project staff experience;
 - 3. Past Respondent performance;
 - 4. References;
 - 5. Reliability and quality of services.
 - 6. Financial capacity; and
 - 7. Internal Control Questionnaire.
- C.** Project Cost
 - 1. Total cost of project;
 - 2. Division of cost among project line items.

5.1.1. Past Performance

A Respondent's past performance will be measured based upon pass/fail criteria, in compliance with [Texas Government Code §2262.055](#). Respondents may fail this selection criterion for any of the following conditions:

- A.** A score of less than 90% in the Vendor Performance System,
- B.** Currently under a Corrective Action Plan through the CPA,
- C.** Having repeated negative Performance Reports for the same reason,
- D.** Having purchase orders that have been cancelled in the previous twelve (12) months for non-performance (i.e. late delivery, etc.).

Contractor performance information is located on the CPA web site at:

http://www.window.state.tx.us/procurement/prog/vendor_performance/

HHSC may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by 34 Texas Administrative Code §20.108) HHSC may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of



liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations shall be at the sole discretion of HHSC, and any negative findings, as determined by HHSC, may result in non-award to the Respondent.

5.2. Initial Compliance Screening

HHSC will perform an initial screening of all proposals received. Unsigned proposals and proposals that do not include all required forms and sections are subject to rejection without further evaluation.

In accordance with Section 3.3, HHSC reserves the right to waive minor informalities in a proposal and award contracts that are in the best interest of the State of Texas.

5.3. Competitive Range Determinations

HHSC may determine that certain proposals are within the competitive range for admission to discussions. The competitive range consists of the proposals that receive the highest or most satisfactory evaluations. HHSC may, in the interest of administrative efficiency, place reasonable limits on the number of proposals included in the competitive range.

5.4. Oral Presentations and Site Visits

HHSC may, at its sole discretion, request oral presentations, site visits, and/or demonstrations from one or more respondents admitted to the field of competition. HHSC will notify selected respondents of the time and location for these activities, and may supply agendas or topics for discussion. HHSC reserves the right to ask additional questions during oral presentations, site visits, and or demonstrations to clarify the scope and content of the written proposal.

The respondent's oral presentation, site visit, and/or demonstration must substantially represent material included in the written proposal, and should not introduce new concepts or offers unless specifically requested by HHSC.

5.5. Best and Final Offers

HHSC may, but is not required to, permit respondents to prepare one or more revised offers. For this reason, respondents are encouraged to treat their original proposals, and any revised offers requested by HHSC, as best and final offers.

5.6. Discussions with Respondents

HHSC may, but is not required to, conduct discussions with all, some, or none of the respondents in the competitive range for the purpose of obtaining the best value for HHSC. HHSC may make an award prior to the completion of discussions with all respondents in the competitive range if HHSC determines that the award represents best value to the State of Texas.



6. Attachments

6.1. Attachment A, Response Template



Att-A Response
Template 111015

6.2. Attachment A-1, Performance Template



Att A-1 Perform
Temp 111215

6.3. Attachment B, Cost Proposal Budgets



Att B Cost Proposal
Budget FY16 111215



Att B Cost Proposal
Budget FY17 111215

6.4. Attachment B-1, Budget Supplemental Guidance



Att B-1 Supplemental
Guidance Cost 10011

6.5. Attachment C, Response Checklist



Att C Checklist
120915

Addendum #1 Changes to Requirements
Effective 11/24/2015
Alternatives to Abortion
RFP #529-16-0004

Change Summary

The table below summarizes major changes to the RFP Document. Interested Parties can use this table to locate the most recent changes to ESBD posted procurement documents. Applicants should always use the latest documents when responding to an HHSC solicitation.



RFP Document Amendment Changes

	RFP Reference Purpose of Change	Old Information	Revised Information																																				
1.	§1.3. Procurement Schedule Table 1 <i>Extend the deadline for questions and change the posting date for responses.</i>	<table><tr><th colspan="2">Table 1 - Procurement Schedule</th></tr><tr><td>RFP Release Date</td><td>November 10, 2015</td></tr><tr><td>RFP Conference</td><td>November 23, 2015</td></tr><tr><td>RFP Questions Due</td><td>November 24, 2015</td></tr><tr><td>Response to Questions Posted</td><td>November 30, 2015</td></tr><tr><td>Proposal Submission Deadline</td><td>December 28, 2015</td></tr><tr><td>Deadline for Proposal Withdrawal</td><td>December 28, 2015</td></tr><tr><td>Award Announcement</td><td>February 12, 2016</td></tr><tr><td>Anticipated Contract Start Date</td><td>March 1, 2016</td></tr></table>	Table 1 - Procurement Schedule		RFP Release Date	November 10, 2015	RFP Conference	November 23, 2015	RFP Questions Due	November 24, 2015	Response to Questions Posted	November 30, 2015	Proposal Submission Deadline	December 28, 2015	Deadline for Proposal Withdrawal	December 28, 2015	Award Announcement	February 12, 2016	Anticipated Contract Start Date	March 1, 2016	<table><tr><th colspan="2">Table 1 - Procurement Schedule</th></tr><tr><td>RFP Release Date</td><td>November 10, 2015</td></tr><tr><td>RFP Conference</td><td>November 23, 2015</td></tr><tr><td>RFP Questions Due</td><td>November 30, 2015</td></tr><tr><td>Response to Questions Posted</td><td>December 8, 2015</td></tr><tr><td>Proposal Submission Deadline</td><td>December 28, 2015</td></tr><tr><td>Deadline for Proposal Withdrawal</td><td>December 28, 2015</td></tr><tr><td>Award Announcement</td><td>February 12, 2016</td></tr><tr><td>Anticipated Contract Start Date</td><td>March 1, 2016</td></tr></table>	Table 1 - Procurement Schedule		RFP Release Date	November 10, 2015	RFP Conference	November 23, 2015	RFP Questions Due	November 30, 2015	Response to Questions Posted	December 8, 2015	Proposal Submission Deadline	December 28, 2015	Deadline for Proposal Withdrawal	December 28, 2015	Award Announcement	February 12, 2016	Anticipated Contract Start Date	March 1, 2016
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Table 1 - Procurement Schedule																																							
RFP Release Date	November 10, 2015																																						
RFP Conference	November 23, 2015																																						
RFP Questions Due	November 30, 2015																																						
Response to Questions Posted	December 8, 2015																																						
Proposal Submission Deadline	December 28, 2015																																						
Deadline for Proposal Withdrawal	December 28, 2015																																						
Award Announcement	February 12, 2016																																						
Anticipated Contract Start Date	March 1, 2016																																						
2.	§3.15.1.7. Section 7 – HUB Subcontracting Plan <i>Opening paragraph inactivate the link to HSP. This is the wrong form use the new embedded HSP form.</i>	3.15.1.7. Section 7 – HUB Subcontracting Plan Attach the respondent's Historically Underutilized Business (HUB) Subcontracting Plan . Instructions for completing this section are in Section 4 of the RFP.	3.15.1.7. Section 7 – HUB Subcontracting Plan Attach the respondent's Historically Underutilized Business (HUB) Subcontracting Plan. Instructions for completing this section are in Section 4 of the RFP.																																				
3.	§4. Historically Underutilized Business Participation <i>Opening paragraph inactivate the link to HSP. This is the</i>	4. Historically Underutilized Business Participation In accordance with Texas Government Code Chapter 2161, Subchapter F, §2161.252 (b) a proposal that does not contain a HUB Subcontracting Plan (HSP) is non-responsive; and in accordance with Texas Administrative Code §20.14(b)(3) .	4. Historically Underutilized Business Participation In accordance with Texas Government Code Chapter 2161, Subchapter F, §2161.252 (b) a proposal that does not contain a HUB Subcontracting Plan (HSP) is non-responsive; and in accordance with Texas Administrative Code §20.14(b)(3) .																																				

Addendum #1 Changes to Requirements
Effective 11/24/2015
Alternatives to Abortion
RFP #529-16-0004



Change Summary

RFP Document Amendment Changes

	RFP Reference Purpose of Change	Old Information	Revised Information
	<i>wrong form use the new embedded HSP form.</i>		
4.	<p>§4.6.2.4., A. Respondent Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal):</p> <p><i>Changed the name of the trade organization. The link to the information remains the same.</i></p>	<p>A. Written notification to minority or women trade organizations or development centers to assist in identifying potential HUBs of the subcontracting opportunities the respondent intends to subcontract.</p> <p>Respondents must give trade organizations and/or development centers at least seven (7) working days prior to submission of the respondent's response for dissemination of the subcontracting opportunities to their members. A list of trade organizations and/or development centers is located on CPA's website under the Minority and Women Organization Links.</p>	<p>A. Written notification to minority or women trade organizations or development centers to assist in identifying potential HUBs of the subcontracting opportunities the respondent intends to subcontract.</p> <p>Respondents must give trade organizations and/or development centers at least seven (7) working days prior to submission of the respondent's response for dissemination of the subcontracting opportunities to their members. A list of trade organizations and/or development centers is located on CPA's website under the Trade Organizations and Development Center Links.</p>
5.	<p>§6.5. Attachment C, Response Checklist, #22</p> <p><i>Link to HSP removed and HSP and Quick Checklist are now embedded.</i></p>	<p>6.5. Attachment C, Response Checklist</p>  <p>Att C Response Checklist 110515</p>	<p>6.5. Attachment C, Response Checklist</p>  <p>Att C Response Checklist 112415</p>
7.	<p>§6.5. Attachment C, Response Checklist, #23</p>	<p>6.5. Attachment C, Response Checklist</p>	<p>6.5. Attachment C, Response Checklist</p>

Addendum #1 Changes to Requirements
Effective 11/24/2015
Alternatives to Abortion
RFP #529-16-0004

Change Summary

RFP Document Amendment Changes			
	RFP Reference <i>Purpose of Change</i>	Old Information	Revised Information
	<i>Replace item #23 with a new item the CMBL HUB Listing</i> <i>This item does not have to be returned with response.</i>	 Att C Response Checklist 110515	 Att C Response Checklist 112415

Addendum #2 Changes to Requirements
Effective 12/10/2015
Alternatives to Abortion
RFP #529-16-0004

Change Summary



The table below summarizes major changes to the RFP Document. Interested Parties can use this table to locate the most recent changes to ESBD posted procurement documents. Applicants should always use the latest documents when responding to an HHSC solicitation.

RFP Document Amendment Changes			
	RFP Reference Purpose of Change	Old Information	Revised Information
1.	§2.1.1.1. Develop, Maintain and Support the Network <i>Clarify the requirement that the prime contractor as well as community-based providers must be nonprofit 501(c)3.</i>	2.1.1.1. Develop, Maintain and Support the Network The Contractor shall develop and maintain a network of eligible community-based client service providers. Service providers at a minimum must:	2.1.1.1. Develop, Maintain and Support the Network The Contractor must hold nonprofit 501(c)3 status. The Contractor shall develop and maintain a network of eligible community-based client service providers. Service providers at a minimum must:
2.	§3.15.1.7. Section 7 – HUB Subcontracting Plan <i>Requirement for an HSP is removed.</i>	3.15.1.7. Section 7 – HUB Subcontracting Plan Attach the respondent's Historically Underutilized Business (HUB) Subcontracting Plan . Instructions for completing this section are in Section 4 of the RFP.	3.15.1.7. Section 7 – HUB Subcontracting Plan HUB Subcontracting Plan is not required for this RFP.
3.	§4. Historically Underutilized Business Participation <i>Opening paragraph requirement for an HSP is removed.</i>	4. Historically Underutilized Business Participation In accordance with Texas Government Code Chapter 2161, Subchapter F, §2161.252 (b) a proposal that does not contain a HUB Subcontracting Plan (HSP) is non-responsive; and in accordance with Texas Administrative Code §20.14(b)(3) . Responses that do not include a completed HUB subcontracting plan in accordance with this subsection shall be rejected due to material failure to	4. Historically Underutilized Business Participation Although the estimated value is above \$100,000, and the Historically Underutilized Business (HUB) Program Office has determined that subcontracting opportunities are probable; Health and Human Services Commission (HHSC) has determined that the HUB Subcontracting Plan (HSP) requirements are not applicable under this solicitation because the agency has determined that all contractors and

Addendum #2 Changes to Requirements
Effective 12/10/2015
Alternatives to Abortion
RFP #529-16-0004

Change Summary

RFP Document Amendment Changes

	RFP Reference Purpose of Change	Old Information	Revised Information
		comply with Government Code, §2161.252(b) .	subcontractors must hold nonprofit 501(c)3 status. 34 Texas Administrative Code §20.11 requires HUB businesses to be formed for the purpose of making a profit. Therefore, respondents are not required to submit a HSP with their proposal at the time of submission.
4.	§6.5. Attachment C, Response Checklist <i>Replace Attachment C Response Checklist. New attachment deletes Checklist items #22 and #23</i>	6.5. Attachment C, Response Checklist  Att C Response Checklist 112415	6.5. Attachment C, Response Checklist  Att C Checklist 120915

Addendum #3 Changes to Requirements
Effective 12/14/2015
Alternatives to Abortion
RFP #529-16-0004

Change Summary

The table below summarizes major changes to the RFP Document. Interested Parties can use this table to locate the most recent changes to ESBD posted procurement documents. Applicants should always use the latest documents when responding to an HHSC solicitation.

RFP Document Amendment Changes

	RFP Reference Purpose of Change	Old Information	Revised Information
1.	<p>§2.1.1. Network of Service Providers</p> <p><i>Adds language to RFP to clarify the requirements and restrictions related to relationship of Contractor and their community-based providers to abortion providers.</i></p>	<p>2.1.1. Network of Service Providers</p> <p>(no current language under this heading)</p>	<p>2.1.1. Network of Service Providers</p> <p>The Contractor shall perform no elective abortion procedures, shall neither contract with nor provide funds to any individual or entity for the performance of elective abortions, and shall submit no claims to Department of State Health Services (DSHS) for reimbursement of direct or indirect costs (including overhead, rent, phones, and utilities) for abortion procedures.</p> <p>The Contractor may not affiliate with any entity that performs elective abortion procedures or any elective abortion provider affiliate at any time during the term of this contract. This non-affiliation requirement means that, while acting within the scope of the contract:</p> <p>A. The Contractor must be a legally separate entity from any abortion-service provider. Contractor may have no legal relationship with an abortion services provider, which relationship is created or governed by at least one written instrument that demonstrates:</p> <ul style="list-style-type: none"> a. Common ownership, management, or control; b. A franchise; or c. The granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark. <p>The "written instrument" referenced above may include a certification of formation, a franchise agreement, standards of affiliation, bylaws, or a license.</p> <p>B. The Contractor's name may not include or be similar to the name of any abortion-services provider, affiliate, or any entity that engages in pro-abortion advocacy.</p> <p>C. The Contractor may not contract with or transfer any funds,</p>

Addendum #3 Changes to Requirements
Effective 12/14/2015
Alternatives to Abortion
RFP #529-16-0004

RFP Document Amendment Changes

	RFP Reference Purpose of Change	Old Information	Revised Information
			<p>through gift or payment, to an abortion-services provider or affiliate. Contractor may not share any expenses or costs (including overhead, rent, phones, equipment, and utilities) with an abortion-service provider or affiliate.</p> <p>D. The Contractor may not share any employees or members of its governing body with an abortion-services provider or affiliate.</p> <p>E. The Contractor may not be located at the same physical location or within 1,000 feet of an abortion-services provider or affiliate.</p> <p>F. The Contractor may not display or use the names or trademarks of any abortion-services provider or affiliate; nor may Contractor advocate in favor of abortion services; nor may Contractor recommend abortion as an option for pregnant women.</p>

Question and Answer Document
RFP No. 529-16-0004, Alternatives to Abortion
December 8, 2015

	RFP Section	Question	Response
1	Page 5, Section 1.6.2.	<p>Confirm that under this RFP, #529-16-0004, the purpose of this program is to promote childbirth rather than abortion, and that providing abortions, or providing information about abortion or referrals to abortion services, is inconsistent with the purpose of this program.</p> <p>Please confirm also that under RFP, #529-16-0004, abortion may be discussed in the context of promoting childbirth rather than abortion.</p>	<p>The program purpose is to promote childbirth as an alternative to abortion. Providing information about abortions or referrals to abortion is inconsistent with the purpose of the program.</p> <p>Discussing abortions in the context of promoting childbirth is not consistent with the program purpose but is allowable.</p>
2	Page 5, Section 1.6.3.	Will the new Contractor be required to continue using the current Contractor's subcontractors?	No
3	Page 10, Section 2.1.1.1.	Does the contracting agency applying for this work have to be a nonprofit?	Yes. The RFP document will be amended to clarify the requirement. Both the Contractor and service providers must be 501(c)(3) nonprofits.

Question and Answer Document
RFP No. 529-16-0004, Alternatives to Abortion
December 8, 2015

	RFP Section	Question	Response
4	Page 11, Section 2.1.1.4.C.	<p>RFP requires the Contractor to provide orientation on policies and practices consistent with, as applicable, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Additionally, on page 6, section 1.7.3. describes the Data Use Agreement being part of the HHSC's Uniform Terms and Conditions. Since program inception, HHSC has repeatedly exempted the Alternative to Abortion contract from HIPAA, as well as the requirements of the Data Use Agreement ("DUA"). An analysis of the program as it applies to HIPAA and the DUA was done by HHSC legal counsel as recently as the summer of 2015, and many times prior. For example, see the excluded HIPAA sections in Uniform Terms and Conditions 1.4.1 from HHSC Contract # 529-10-0013-00001. Is this RFP subjecting the program to requirements of HIPAA and the DUA, or is that a determination that will be made during the contract negotiation phase?</p> <p>If so, what changes to the program has HHSC made in this RFP that would now subject the program to HIPAA compliance and the Data Use Agreement?</p>	<p>That determination will be made based on the Respondent's proposal. The current contractor's operation was the basis on which HHSC agreed the DUA was not applicable. Therefore, it is conceivable that a Respondent could have a proposal which implicated the DUA.</p>
5	Page 12, Section 2.1.3(A)	If a contractor already has a website can a separate website be developed specifically for this program?	Yes
6	Page 12, Section 2.1.4. D	How often does HHSC audit or review the contract?	Typically, HHSC will conduct a monitoring review of the contractor at least annually, but HHSC may elect to conduct monitoring more frequently. HHSC or other entities may audit the contract but there is no set schedule for an audit.

Question and Answer Document
RFP No. 529-16-0004, Alternatives to Abortion
December 8, 2015

	RFP Section	Question	Response
7	Page 13, Section 2.2.	Will the client services described by the RFP be available only to U.S. citizens?	The intent is to provide services to U.S. Citizens only; however, the awarded contractor will not be required to verify citizenship as a pre-condition to the provision of services.
8	Page 13, Section 2.2.	Can the Contractor assist adopted parents who have adopted privately or limited to assisting adoptive parents who have adopted from a State program?	Yes - The Contractor can assist parents who have adopted privately and parents who have adopted from a State program
9	Page 13, Section 2.2.C.,	RFP states that Client Services shall be provided "to adoptive parents for a limited duration up to two (2) years post adoption finalization, regardless of the age of the child." It would seem that providing client services to adoptive parents of older children is a worthy cause, but not necessarily in keeping with the legislative intent of the Texas Alternative to Abortion Services Program. While providing client services to adoptive parents of infants for a limited duration up to two (2) years post adoption finalization is certainly in keeping with the mission of the Alternative to Abortion Program, please explain how providing client services to adoptive parents of older children is in keeping with the purpose of the program to encourage childbirth instead of abortion?	Adoption provides an alternative to abortion and providing services to adoptive parents, regardless of the adopted child's age, assists in the transition and education of taking care of newly adopted children
10	Page 14, Section 2.2.3.A.	RFP states that "non-medical goods and services include, but are not limited to"... "transportation". Providing transportation directly to clients involves a high degree of liability exposure. Further, reimbursing for transportation could involve a high degree of financial risk by provision of cash, cash vouchers, or transportation passes. Is the RFP requiring that the program reimburse for transportation as part of non-medical goods and services, or is it merely a suggestion?	Transportation is an allowable expense to help serve clients; it is not a program requirement.

Question and Answer Document
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December 8, 2015

	RFP Section	Question	Response
11	Page 14, Section 2.2.3.C.	RFP states that “non-medical goods and services include, but are not limited to”... “Temporary child care provided by childcare providers licensed and registered with the Department of Family and Protective Services (DFPS)”. Providing childcare for up to 31 months of client eligibility could be very costly. Is the RFP requiring that the program reimburse for childcare as part of non-medical goods and services, or is it merely a suggestion?	Temporary child care is an allowable expense to assist clients with attending and participating in services; it is not a program requirement.
12	Page 14, Section 2.2.3.C.	What is the definition of temporary included in Section 2.2.3.C.?	Temporary services are immediate or short-term services to meet the needs of a participant and support or promote childbirth. The services are not intended to meet recurrent or ongoing needs. Short-term benefits must be designed to address a parent's specific crisis situation or episode of need. Service providers should refer participants to government and community assistance programs to establish long-term care as appropriate.
13	Page 15, Section 2.3.1.B.c and d	Are there specific books or materials that you require for use in this program?	No.
14	Page 17, Section 2.5.1.E.d.	RFP refers to section 2.1.3.C.b. and c. of the RFP; however, we could not locate a section 2.1.3.C. Please advise as to where section 2.1.3.C. is located.	The correct reference point on Page 17, Section 2.5.1.E.d. should be to Page 12, Section 2.1.3. B. b and c. regarding use of languages other than English.

Question and Answer Document
RFP No. 529-16-0004, Alternatives to Abortion
December 8, 2015

	RFP Section	Question	Response
15	Page 17, Section 2.6	RFP states "The Contractor shall obtain a criminal background check, including fingerprinting, on any employees, including Subcontractors and subcontractor employees, who provide services directly to clients. Criminal background checks shall be performed at the Contractor's expense and are for the United States of America." Please confirm that program funds from HHSC should be used to pay for criminal background checks for any employees, including Subcontractors and subcontractor employees, who provide services directly to clients.	No, Program funds are not to be used to pay for criminal background checks for any employees, including Subcontractors and subcontractor employees. Respondents are expected to bear the costs associated with their employees and/or subcontractors.
16	Page 23 Section 3.15.1.2 #1	Can the three required references be omitted?	No
17	Page 24, Section 3.15.1.2 #4	Audited Financial statement can be very costly; can Corporate Tax Returns be submitted instead of Audited Financial Statements?	No
18	Page 28, Section 4.3	RFP states that this procurement has an annual HUB utilization goal of 26%. On page 10, Section 2.1.1.1.A. requires respondent to develop and maintain a network of eligible community-based client service providers that hold nonprofit 501(c)(3) status.	Section 4 of the RFP will be amended. The HUB requirement is not applicable to this solicitation due to the fact the subcontractors are required to be nonprofit.
19	Page 28, Section 4.3	Are the nonprofit subcontractor client service providers described on page 10, section 2.1.1.1.A to be excluded from the subcontractor pool when calculating the 26% goal?	Section 4 of the RFP will be amended. The HUB requirement is not applicable to this solicitation due to the fact the subcontractors are required to be nonprofit.
20	Page 28, Section 4.3	RFP states that this procurement has an annual HUB utilization goal of 26%. Is this 26% of all contract dollars or 26% of all subcontract dollars, using the method described on page 30, Section 4.6.1?	Section 4 of the RFP will be amended. The HUB requirement is not applicable to this solicitation due to the fact the subcontractors are required to be nonprofit.

Question and Answer Document
RFP No. 529-16-0004, Alternatives to Abortion
December 8, 2015

	RFP Section	Question	Response
21	Page 29, Section 4.5	Is there a link that can be provided with the names of companies who have already been HUB certified?	Section 4 of the RFP will be amended. The HUB requirement is not applicable to this solicitation due to the fact the subcontractors are required to be nonprofit.
22	Page 30, Section 4.6.1.	<p>RFP states a respondent should first identify each area of the contract work it intends to subcontract. What is difference between subcontracting work and purchasing goods or services from vendors?</p> <p>Would the following purchases be from subcontractors or from vendors for purposes of Section 4.6.1:</p> <p>An airline ticket from Southwest Airlines, paying for a hotel room in a Courtyard by Marriott, renting a car from Avis, monthly phone/internet service, monthly rent for office space, placing a series of billboards around the state, purchasing office supplies from Staples, employee benefits such as medical and dental insurance from Blue Cross, liability insurance for the organization from Prudential, IT management/consulting fees, legal fees, audit/tax preparation fees?</p>	In accordance with the Texas Administrative Code, Rule 20.12, the term "subcontractor" means: A person who contracts with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity as defined in Texas Government Code, §2251.001. In accordance with Texas Government Code, §2251.001; a "vendor" means a person who supplies goods or a service to a governmental entity or another person directed by the entity. A "Governmental entity" means a state agency or political subdivision of this state. However, Section 4 of the RFP has been amended. The HUB requirement is not applicable to this solicitation due to the fact the subcontractors are required to be nonprofit.
23	UTCs Section 16.05 Insurance Coverage	What are the Insurance requirements for this RFP?	<p>Review the Uniform Terms and Conditions, Version 1.5, Section 16.05 Insurance Coverage. The entire HHSC's UTCs can be review via the link below:</p> <p>HHSC's Uniform Contract Terms and Conditions (UTCs)</p>

Question and Answer Document
RFP No. 529-16-0004, Alternatives to Abortion
December 8, 2015

	RFP Section	Question	Response
24	N/A	Who is the existing Contractor and how long have they had the contract?	<p>This is a question more properly the subject of a "request for public information".</p> <p>To request records under the Texas Public Information Act:</p> <ul style="list-style-type: none"> • Submit a request in writing. • Include name, address or other contact information and a clear description of the records you are requesting. • Send request by mail, fax or email to: <p>HHSC Open Records Coordinator MC-1070 4900 N. Lamar Blvd. Austin, Texas 78751-2316. Fax: (512) 424-6586 Email: OpenRecordsRequest@hhsc.state.tx.us</p>
25	N/A	Is the existing Contractor also a provider of services?	See reply to question #24.
26	N/A	Who are the current HUB subcontractors and what service do they provide?	See reply to question #24.
27	N/A	How is this procurement different from the previous in scope or service request?	While there are a large number of differences between this RFP and the previous HHSC is not able to address your question specifically. Please note Respondents are required to respond to the requirements specifically addressed in this RFP without regard to any previous requirements.

Question and Answer Document
RFP No. 529-16-0004, Alternatives to Abortion
December 8, 2015

	RFP Section	Question	Response
28	N/A	What License or Certification do you expect the Prime Contractor and/or staff to possess? i.e.: License Child Placing Agency, Licensed Administrator, License Counselor, or Licensed Social Worker?	Licensure is not required for the administration and operation of the Alternatives to Abortion program.

Appendix E, TPCN Business Proposal



Part One- Business Proposal

RFP #529-16-0004

Deadline: 5:00 PM, December 28, 2015
Respondent: Texas Pregnancy Care Network



Business Proposal Table of Contents

Part 1	Attachment A, Business Proposal <ul style="list-style-type: none">▪ Section 1- Executive Summary▪ Section 2- Corporate Background and Experience▪ Section 3- Project Work Plan▪ Section 4- Value-added Benefits▪ Section 5- Assumptions▪ Attachment A-1, Performance Template
Part 2	Appendices <ul style="list-style-type: none">▪ Appendix 1-A, Corporate References▪ Appendix 1-B, Staff Resumes▪ Appendix 1-C, Project Staff References▪ Appendix 1-D, Board Members▪ Appendix 1-E, Organizational Chart▪ Appendix 1-F, Project Organizational Chart
Part 3	Certifications and Other Required Forms <ul style="list-style-type: none">▪ Child Support Certification▪ Certification- Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts▪ Certification- Regarding Federal Lobbying▪ Nondisclosure and Procurement Integrity Statement▪ Required Certifications▪ Respondent Information and Disclosures▪ Anti-Trust Certification▪ HHSC Enterprise Data Use Agreement- Information Security and Privacy Initial Inquiry (SPI)
Part 4	Attachment C, Proposal Response Checklist



Part 1

Attachment A, Business Proposal

**ATTACHMENT A – Alternatives to Abortion
RESPONSE TEMPLATE**

**Part 1 – Business Proposal
Sections 1, 2, 3, 4 and 5
(Reference RFP: §3.15.1)**

General Instructions for Completing the Response Template

- A. **First entry** on Attachment A, Response Template is entering Respondent's name in the space provided on the current Pages 3 of the Response Template.
- B. Responses are required in each section and subsection within the template. Take care to enter narrative in the specific area related to the response item it is intended to address.

Notes:

- 1. The response space will expand as needed to accommodate text entered.
 - 2. Narrative response is entered by clicking on the shaded area text box within the item being addressed.
 - 3. Check boxes will auto fill with a mouse click.
 - 4. Failure to address an item will be a consideration in the evaluation of response.
- C. Only the Executive Summary has a specific page limit. Response to the Executive Summary item is limited to two (2) pages within the template. Information that runs beyond the limit will not be considered.
- D. Response to each item must be presented in a complete but succinct manner, and in as few pages as possible within the Template.
- E. Response must provide information directly addressing the item and specifically related to the services addressed by the RFP.
- F. Evaluation scores are partially determined by Template answers, narrative responses and requested appendix information.
- G. Respondent is responsible for providing sufficient detail to allow item response to be evaluated.
- H. Attach only additional information or documents specifically requested to support the answer or narrative provided.
- I. Any documents that are required by the question or item in the Response Template must be included in the Response Package. Attach this information:
 - 1. Immediately following the Response Template;
 - 2. In the order requested within the Template; and
 - 3. Mark the appendices as instructed within the Template item:
 - i. Identified at the top of each page by the name requested in the Template item; and
 - ii. The section and item number of the item in the Response Template to which the appendix corresponds.
- J. Update the Table of Contents located on page 2 of this document after completing and finalizing all Template response items.



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Name of Respondent: <u>Texas Pregnancy Care Network</u>	
Required Response Items	RFP Section Reference
PART 1 – BUSINESS PROPOSAL	3.15.1.
Section 1 – Executive Summary	3.15.1.1.
<p>In this section, condense and highlight the content of the Business Proposal to provide HHSC with a broad understanding of the respondent's approach to meeting the RFP's business requirements. The summary must demonstrate an understanding of HHSC's goals and objectives for this procurement.</p> <p>Limit the Executive Summary response to no more than two (2) pages within this table and the response space that follows.</p>	



Name of Respondent: Texas Pregnancy Care Network

Part 1, Section 1 Response:

Texas Pregnancy Care Network (TPCN), the only organization experienced in administering a publicly-funded, statewide alternatives to abortion program in Texas, proposes to continue to be the prime contractor of the Texas Alternative to Abortion Services Program (the Program).¹

If awarded the contract, TPCN is prepared to continue delivery of client services and full Program operations on March 1, 2016, without disruption between contracts.

TPCN has served as the Program's prime contractor since the Program's inception in 2006. During that time, TPCN has achieved the Mission Objectives identified in the original RFP and the 2009 RFP. In addition, TPCN:

- Has received 9 consecutive unqualified opinions of its financial management of Program funds from a national CPA firm;
- Has been monitored annually by HHSC, with no material findings of noncompliance received;
- Has consistently maintained Program administrative costs at significantly less than 15% of the awarded funds, per TANF requirements;
- Since the Program inception, has served more than 127,000 clients making over 600,000 visits;
- Has served clients from 189 Texas counties, and residents of those counties account for 99.4% of all abortions in the state according to the latest data available from DSHS;
- Has trained more than 750 pregnancy support counselors on the federal Charitable Choice Provisions Applicable to the Temporary Assistance for Needy Families Program, as well as other Program rules and regulations; and
- Became the first nonprofit organization in Texas to be awarded the Seal of Excellence by the Standards for Excellence Institute, a national initiative that promotes the highest standards of ethics and accountability in nonprofit governance, management, operations, and facilities.

TPCN has taken the Program to these heights by licensing the BriteWorks Pregnancy System, which was developed by TruthWorks, LLC. TPCN holds the license to use BriteWorks PS for the purpose of administering this Program in Texas. If awarded the contract, TPCN will maintain its licensing relationships with TruthWorks in order to efficiently sustain and expand the Program at the lowest possible cost.² TPCN's cost estimates for FYs 2015-16 and 2016-17 are presented in Attachment B, Cost Proposal.

TPCN's comprehensive pregnancy and parenting support program improves the quality of available services to the women of Texas. By increasing access to information on pregnancy, parenting skills, adoption, and referrals, TPCN empowers women to feel confident and prepared in choosing childbirth, rather than succumbing to internal or external pressures to abort their pregnancy.

¹ TPCN's proposal assumes that, as in HHSC Contract #529-06-0277-00001, is amended: 1) the purpose of the program remains to promote childbirth rather than abortion to women who are pregnant and may be undecided about whether or not to have the child; and 2) consistent with this purpose, providing abortions, or providing information about abortions or referrals to abortion services is inconsistent with the purpose of the Program; and that abortion may, however, be discussed in the context of promoting childbirth rather than abortion. For all assumptions underlying this proposal, please see Section Five: Assumptions.

² Any BriteWorks materials that belong to TruthWorks shall remain the exclusive property of TruthWorks and shall not be deemed a "Deliverable" under the Agreement. BriteWorks PS includes the following copyrighted and proprietary materials: all software, documents, forms, checklists, staff training materials, Service Provider program manuals, billing systems, procedures, reports, accounting manuals, and program management tools used to administer a statewide Alternative to Abortion Services Program. **BriteWorks PS is specifically exempt from sections 3.7 of the TX HHSC RFP No. 529-16-0004, as well as section 15.04 of the Uniform Terms and Conditions, if applicable.**



Name of Respondent: Texas Pregnancy Care Network

The Features & Benefits Table below summarizes some of TPCN's key strengths in support of this Proposal:

TPCN Features	Program Benefits
Ten years of direct experience operating publicly-funded statewide alternatives to abortion program in Texas	Program avoids growing pains associated with startup, rollout, and implementation; administrative overhead less than 8%
Staff in place with cumulative 38 years of operating publicly-funded statewide alternatives to abortion program in Texas	No learning curve for new staff members; Very experienced staff in place to continue delivering program oversight beginning March 1, 2016
Existing statewide network of competent Providers with at least 99 locations already trained in Program rules and procedures	Client services continue without disruption beginning March 1, 2016
Personnel, equipment, policies, systems, and facilities required to administer statewide services are already in place	No capital or startup expenditures required; client services continue without disruption beginning March 1, 2016; more funds dedicated to serve women of Texas
Client-centered approach to services delivery	Compassionate services free of judgment or politics
Holds license to BriteWorks Pregnancy System	Proven system with state-of-the-art technology enables efficient delivery of services; and maintains strong accountability features
Monitoring Provider activity in real time	BriteWorks PS allows TPCN to monitor client services; and invoicing in real-time to ensure program transparency and accountability.
Received 9 consecutive unqualified opinions from CPA audit	Public trust in prime contractor as responsible steward of taxpayer funds
First non-profit organization in Texas to receive Seal of Excellence® in recognition for meeting highest standards of ethics and accountability	Public trust in prime contractor as ethical and accountable organization
Corporate officers and directors with business, legal, accounting, non-profit, and medical backgrounds	Prepared to meet variety of challenges inherent to administering publicly funded pregnancy and parenting support program
Centralized statewide operations: administration, education, and outreach	Efficiency and cost-savings; Providers are left to do what they do best, which is care for their clients



Name of Respondent: Texas Pregnancy Care Network

Section 2 – Corporate Background and Experience

3.15.1.2.

Describe in this section details of Respondent's corporate (business) background and experience. If the respondent proposes to use subcontractors, it must describe any existing or ongoing relationships with the subcontractors, including project descriptions. This section should include information to highlight respondent's corporate background and experience as it relates to projects similar in scope and complexity to the project described in this RFP including but not limited to:

- A. Past performance;
- B. Reliability; and
- C. Quality of services provided.

In addition to the narrative response provided here complete, include and appropriately identify the following Appendices:

- A. Corporate References (Appendix I-A)
- B. Staff Résumés (Appendix I-B)
- C. Project Staff References (Appendix I-C)

Respond to question below in the space provided.



Name of Respondent: Texas Pregnancy Care Network

Part 1, Section 2 Response

Texas Pregnancy Care Network (TPCN) is a Texas registered, IRS 501(c)3 non-profit corporation at 1101 South Capital of Texas Highway, Building K, Suite 250, Austin, Texas 78746 with Federal ID number 76-0802397. Fundamental to TPCN's mission is the active promotion of childbirth for women who are undecided about whether or not to have the child. Specifically, TPCN's mission is to assist pregnant women and their families in need of compassionate, practical, and life-affirming alternatives to abortion.

A current financial statement, together with audited financial reports from the past two years, are included with this proposal to demonstrate TPCN's financial preparedness to fulfill the requirements of this procurement.

The business affairs of TPCN are managed by a Board of Directors, and daily execution of Board approved policies and procedures is carried out by TPCN's Executive Director. Except as otherwise required by law, the sole control of the corporation (management, affairs, and property) is vested in the Board of Directors.

The current TPCN Board of Directors is as follows: David Uhrbrock, M.D., Chairman; John Porterfield, CPA, Treasurer; Emily Taylor, Secretary; Joseph P. Kerwin, M.D., Member and Past Chairman; Robert Kershaw, Esq., Member; and Patty Blaszak, Member. Executive Director John McNamara, Esq. is designated to sign the contract with HHSC; Mr. McNamara is the point of contact for this proposal. Mr. McNamara's email address is john@texaspregnancy.org; phone number: 512.637.7011; fax: 512.637.7012.

Executive management for the Program will continue to be accomplished by the Executive Director, a licensed Texas attorney. In addition to day to day operations, the Executive Director will again be responsible for satisfying all requirements of the \$9.15 million per year contract and will continue to serve as the primary point of contact between TPCN and HHSC. Administrative personnel to support the new contract will consist of a full-time Executive Director, Program Director, Accountant, Operations Coordinator and Administrative Assistant.

In order to significantly expand services in FY 2015-16, services-support personnel has been expanded in FY 2015-16 to ensure that best in class compliance, accountability, and training efforts will continue in the Program. The services-support personnel will consist of a full-time Statewide Quality Control Manager, two Program Compliance Managers, a Provider Screening Manager, a Program Services Manager and an Education Coordinator. In total, the Program will require eleven full-time staff to administer the Program on a statewide basis in FY 2015-16.

TPCN will not subcontract program operations to any other entity. As in the current contract, however, TPCN will subcontract the task of direct client services delivery to its Provider network, which consists of 99 Texas locations in every HHSC region of the state. This network includes maternity homes, pregnancy centers, adoption agencies, and social service agencies across Texas. All Providers deliver core services of promoting childbirth rather than abortion at the time of first contact with TPCN. Standards regarding Provider corporate background and experience are uniform: all subcontractors must be non-profit, 501(c)3 organizations with a minimum of 1 year of operational experience providing core Program services, which consist of counseling and mentoring in support of childbirth. Subcontracted Providers must have, as a fundamental part of their mission, a commitment to actively promoting childbirth rather than abortion for women who are undecided about whether or not to have the child. In addition, all subcontracted Providers must meet the extensive participation standards.



Name of Respondent: Texas Pregnancy Care Network

TPCN has served as the Program's prime contractor since the Program's beginning in 2006. Since that time, the Program has achieved marked growth:

Figure 1: Clients Served by Fiscal Year, since Program Inception

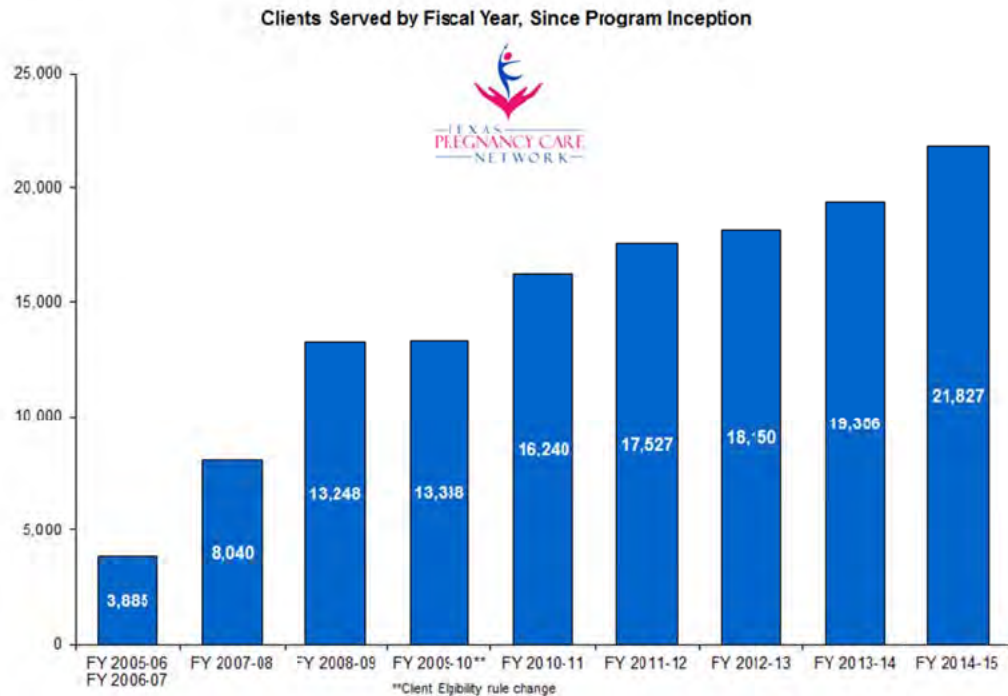
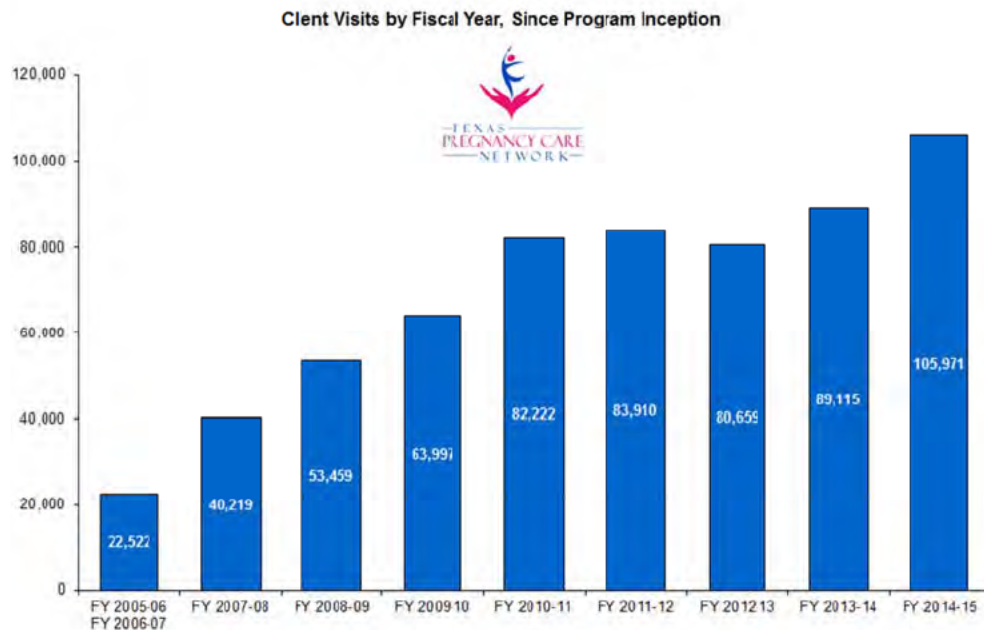


Figure 2: Client Visits by Fiscal Year, since Program Inception ("Program Workload")





Name of Respondent: Texas Pregnancy Care Network

TPCN has achieved this growth due to its expanding network of Providers. Today, 99 Provider locations are actively delivering services statewide, with multiple applications for additional locations currently under review. Further discussion of Provider expansion can be found below.

The Program also is achieving greater cost efficiency over time. Reimbursements to client services have increased more than 97% since the last Program RFP, while Administrative costs have only increased 28%. Total administrative costs have decreased from 11.6% of Program costs to 8.1% of Program costs. TPCN projects this trend to continue in the follow-on contract, with Administrative costs expected to represent less than 7.5% of Program costs, despite the overall Program budget increasing 78%.

Table 1: Past Performance, By the Numbers

<i>Increase in number of women served, FY 2008-09 through current year:</i>	<i>65 %</i>
<i>Administrative costs as a percentage of overall Program cost, FY 2014-15:</i>	<i>8.1%</i>
<i>Number of active Provider locations, current year:</i>	<i>99</i>

In addition to steady growth and efficiency, TPCN has successfully achieved the Mission Objectives identified by the Program and Administrative Services Request for Proposal issued in 2009. Most of these achievements are identified specifically in following sections. Several noteworthy achievements, however, are briefly highlighted here.

First, TPCN has demonstrated that it is a responsible steward of public funds. This is indicated primarily by its nine consecutive CPA audits resulting in unqualified opinions. Regular monitorings of TPCN by representatives of HHSC have similarly resulted in no contract violations.

Second, TPCN has demonstrated that it is a leader in nonprofit excellence and accountability, and is therefore uniquely qualified to administer a publicly funded program. In 2009, TPCN became the first non-profit organization in Texas to receive the Seal of Excellence, in recognition for its compliance with 35 standards comprising the Standards for Excellence: An Ethics and Accountability Code for the Nonprofit Sector, designed by the Standards for Excellence Institute. Based in Maryland, the Standards for Excellence Institute is a national initiative that promotes the highest standards of ethics and accountability in nonprofit governance, management, operations, and facilities. The Seal of Excellence was awarded following a comprehensive review of TPCN by a team of expert peer-reviewers over a 10-month period. In 2014, TPCN again underwent a full review by the Standards for Excellence Institute, and the Seal of Excellence was once again awarded to TPCN for a five-year renewal period.

TPCN is a legally separate entity from any abortion-service provider. It has no legal relationship with an abortion services provider of any sort. TPCN's name does not include and is not similar to the name of any abortion-services provider, affiliate, or any entity that engages in pro-abortion advocacy. TPCN has not contracted with or transferred any funds, through gift or payment, to an abortion-services provider or affiliate. TPCN does not share any employees or members of its governing body with an abortion-services provider or affiliate. TPCN is not located at the same physical location or within 1,000 feet of an abortion-services provider or affiliate. TPCN does not display or use the names or trademarks of any abortion-services provider or affiliate; nor does TPCN advocate in favor of abortion services. Finally, TPCN does not recommend abortion as an option for pregnant women.

As the prime contractor for the Texas Alternative to Abortion Services Program, TPCN has demonstrated it is not only



Name of Respondent: Texas Pregnancy Care Network

experienced and accountable, but also poised in the face of the scrutiny that comes with work related to the abortion issue. If awarded the contract, TPCN will continue to focus on delivering quality client services, maintaining accountability to the public, and representing the Program with excellence.



Name of Respondent: <u>Texas Pregnancy Care Network</u>	
Required Response Items	RFP Section Reference
PART 1 – BUSINESS PROPOSAL	3.15.1.
Section 3-A – Project Work Plan-Development of Statewide Network	2.1.1.; 2.1.5.A.; 2.5.1.A.a.; 3.15.1.3.
Describe your approach to development of a network of service providers that will provide statewide coverage, preferably in every county.	
Respond to question below in the space provided.	



Name of Respondent: Texas Pregnancy Care Network

Part 1, Section 3-A. Response

TPCN has everything in place to continue to administer this Program utilizing its network of subcontracted Providers, on a statewide basis and without interruption, beginning March 1, 2016. TPCN already has the personnel, equipment, policies, licensed systems, and facilities required to administer this contract. No capital or startup expenditures are required. Therefore, increased appropriated funds are dedicated to client services rather than Program administration.

TPCN has the know-how required not only to immediately begin Program services, but also to sustain and expand them throughout the lifetime of the contract term. TPCN is the only organization in Texas with experience in administering a statewide, publicly-funded alternatives to abortion program.

The result of TPCN's own experience and expertise is programmatic efficiency that would be only available from TPCN. TPCN estimates that its FYs 2015-16 & 2016-17 Administrative costs will represent less than 7.5% of the overall award.

Because TPCN already has everything in place to administer this Program, program development will be concentrated not on startup and implementation, which has already been achieved, but instead on expansion and enhancements.

TPCN has established professional relationships with a defined network of 99 approved Provider locations that are already trained and oriented to the Program, and prepared to continue client services throughout 2015-16 and thereafter. New Providers will be trained and oriented throughout each contract year as they are approved by TPCN for participation. As with any program transitioning between contracts, the most important consideration is to minimize or altogether prevent interruption of services. TPCN and its Providers will be ready from day 1, seamlessly providing maximum benefits to clients, and maximum savings to the State of Texas.

The TPCN Provider network is exceptionally qualified to provide client services. Each Provider goes through a rigorous evaluation to ensure that they have the highest standards and offer world-class, compassionate client services. An initial Alignment Survey is completed by any potential provider that would like to learn more about becoming a Program Provider. The Alignment Survey includes a general list of Program requirements and ensures that a potential provider has at least the minimum program standards.

If an organization intends to become a Provider for the Program, the organization must apply for the Program by submitting the Full Evaluation Survey, a lengthy list of documents and policies concerning corporate structure, employee policies and client services policies. A sampling (non-comprehensive) of some of the requirements and proof required are:

- ❖ Non-profit, tax exempt entity registered as an IRS 501(c)3 organization;
- ❖ Governed by a Board of Directors that meets regularly, maintains minutes of its activities, and is free of conflicts of interests;
- ❖ Adequately insured, with policies meeting State requirements;
- ❖ Been delivering client services for at least one year prior to its application;
- ❖ Demonstrates through client records, its mission statement, or other sources that it promotes childbirth rather than abortion as a response to an unplanned pregnancy;
- ❖ Provides information, education, counseling, and mentoring that promotes childbirth;
- ❖ Agrees that it does not promote, refer, or provide abortions to clients;
- ❖ Provides its services to clients free of charge;
- ❖ Provides services that are non-coercive and non-judgmental;
- ❖ Does not disparage parenting in favor of adoption, nor disparages adoption in favor of parenting;
- ❖ Agrees that support information involving medical topics is accurate, current, and referenced to objectively legitimate sources;
- ❖ Practices policies and procedures that protect client confidentiality; and



Name of Respondent: Texas Pregnancy Care Network

- ❖ Has procedures in place to let clients know how they can express grievances regarding the quality of services they have received.

TPCN visits each potential provider a minimum of three times prior to the provider being able to deliver Program services. The visits are to ensure that the organization and its board of directors have the highest of standards, that the facilities are safe and acceptable for delivery of client services, and that staff and volunteers are adequately trained in Program operations.

TPCN has contracts in place with Providers located in all 11 HHSC Regions. See Figure 4.

Figure 4: Current Contracted HHS Regions (Shaded)



The following is a list of all sub-contracted Provider locations:

Count	Name	City	Zip	County	Region	Type
1	Children's Connections Inc., Amarillo	Amarillo	79109	Potter	1	AA
2	Hope Cottage, Lubbock	Lubbock	79412	Lubbock	1	PC
3	Children's Connections Inc.	Lubbock	79423	Lubbock	1	AA
4	Pregnancy Resources of Abilene	Abilene	79603	Taylor	2	PC
5	Children's Connections Inc., Abilene	Abilene	79606	Taylor	2	AA
6	The Open Door, Breckenridge	Breckenridge	76024	Stephens	2	PC
7	Eastland County Open Door	Cisco	76037	Eastland	2	PC
8	Children's Connections Inc., Wichita Falls	Wichita Falls	76710	Wichita	2	AA
9	Arlington Pregnancy Center, Inc. - Mansfield	Mansfield	76063	Tarrant	3	PC
10	Arlington Pregnancy Center, Inc. - Mobile	Arlington	76010	Tarrant	3	PC
11	Arlington Pregnancy Center, Inc. - North	Arlington	76012	Tarrant	3	PC
12	Arlington Pregnancy Center, Inc. - Southeast	Arlington	76018	Tarrant	3	PC
13	Arlington Pregnancy Center, Inc. - Southwest	Arlington	76017	Tarrant	3	PC
14	Birth Choices	Dallas	75243	Dallas	3	PC
15	Catholic Charities of Dallas, Inc.	Dallas	75243	Dallas	3	AA



Name of Respondent: Texas Pregnancy Care Network

16	Catholic Charities of Dallas, Inc., Walton Walker	Dallas	75212	Dallas	3	AA
17	Children & Family Institute	Dallas	75232	Dallas	3	AA
18	Downtown Pregnancy Center	Dallas	75201	Dallas	3	PC
19	Family Care Connection	Dallas	75237	Dallas	3	SS
20	Family Care Connection, West Dallas	Dallas	75212	Dallas	3	SS
21	Family Care Connection, South Dallas	Dallas	75237	Dallas	3	SS
22	Hope Cottage	Dallas	75204	Dallas	3	AA
23	Low Birth Weight Development Center	Dallas	75211	Dallas	3	SS
24	Uptown Women's Center	Dallas	75204	Dallas	3	PC
25	Children's Connections Inc., Dallas	Dallas	75209	Dallas	3	AA
26	Children & Family Institute, Fort Worth	Fort Worth	76111	Tarrant	3	AA
27	Gladney Center for Adoption	Fort Worth	76132	Tarrant	3	AA
28	Children's Connections Inc., Fort Worth	Fort Worth	76102	Tarrant	3	AA
29	Children's Connections Inc., Gainesville	Gainesville	76240	Cooke	3	AA
30	Raffa Clinic	Greenville	75101	Hunt	3	PC
31	First Look	Waxahatchie	75165	Ellis	3	PC
32	Raffa Clinic, Quinlan	Quinlan	75174	Hunt	4	PC
33	Paris Pregnancy Care Center of Red River County	Clarksville	75126	Red River	4	PC
34	Living Alternatives of Jacksonville	Jacksonville	75166	Cherokee	4	PC
35	Expectant Heart Pregnancy Resource Center	Longview	75104	Gregg	4	PC
36	Expectant Heart PRC II	Longview	75101	Gregg	4	PC
37	Living Alternatives of Palestine	Palestine	75101	Anderson	4	PC
38	Paris Pregnancy Care Center	Paris	75160	Lamar	4	PC
39	First Choice Pregnancy Resource Center	Texarkana	75101	Bowie	4	PC
40	Children's Connections Inc., Texarkana	Texarkana	75103	Bowie	4	AA
41	Children's Connections Inc., Tyler	Tyler	75101	Smith	4	AA
42	Children's Connections Inc., Lufkin	Lufkin	75104	Angelina	5	AA
43	Children's Connections Inc., Beaumont	Beaumont	77107	Jefferson	5	AA
44	Living Alternatives of Palestine - Crockett	Crockett	75135	Houston	5	PC
45	Pregnancy Help Center of Lufkin	Lufkin	75104	Angelina	5	PC
46	Catholic Charities of Galveston-Houston	Houston	77106	Harris	6	SS
47	Catholic Charities of Galveston-Houston, Moran Health Center	Houston	77102	Harris	6	SS
48	Downtown Pregnancy Help Center	Houston	77104	Harris	6	PC
49	Fifth Ward Pregnancy Help Center	Houston	77120	Harris	6	PC
50	The Source for Women, Galleria	Houston	77157	Harris	6	PC
51	The Source for Women, Northeast	Houston	77193	Harris	6	PC
52	The Source for Women, Spring Branch	Houston	77155	Harris	6	PC
53	Children's Connections Inc., Houston	Houston	77198	Harris	6	AA
54	Anchor Point	League City	77173	Galveston	6	PC
55	Catholic Charities of Galveston-Houston, Mamie George Center	Richmond	77169	Harris	6	SS



Name of Respondent: Texas Pregnancy Care Network

56	Anchor Point, Seabrook	Seabrook	77 86	Harris	6	PC
57	Catholic Charities of Galveston- Houston, Ft. Bend County	Stafford	77 77	Ft. Bend	6	SS
58	Waller Pregnancy Care Center	Waller	77 84	Waller	6	PC
59	Austin LifeCare	Austin	78 57	Travis	7	PC
60	Gabriel Project Life Center	Austin	78 54	Travis	7	PC
61	Catholic Charities of Central Texas, Counseling Services	Austin	78 54	Travis	7	SS
62	John Paul II Life Center	Austin	78 31	Travis	7	PC
63	Children's Connections Inc., Austin	Austin	78 57	Travis	7	AA
64	Good Samaritan Gabriel Project Life Center	Bryan	77 01	Brazos	7	PC
65	Children's Connections Inc., Bryan	Bryan	77 02	Brazos	7	AA
66	Annunciation Maternity Home	Georgetown	78 28	Williamson	7	MH
67	Pregnancy Help Center of Williamson County	Georgetown	78 26	Williamson	7	PC
68	Children's Connections Inc., Killeen	Killeen	76 42	Bell	7	AA
69	Children's Connections Inc., San Marcos	San Marcos	78 66	Hays	7	AA
70	Our Lady of the Angels Maternity Shelter	Temple	76 04	Bell	7	MH
71	Care Net Medical Services	Waco	76 10	McLennan	7	PC
72	Care Net Pregnancy Center of Central Texas	Waco	76 10	McLennan	7	PC
73	Children's Connections Inc., Waco	Waco	76 10	McLennan	7	AA
74	Children's Connections Inc., Del Rio	Del Rio	78 40	Val Verde	8	AA
75	A Woman's Haven	San Antonio	78240	Bexar	8	PC
76	Catholic Counseling and Consultation Center	San Antonio	78205	Bexar	8	SS
77	Guadalupe Home	San Antonio	78207	Bexar	8	MH
78	Life Choices Medical Clinic	San Antonio	78238	Bexar	8	PC
79	Providence Place	San Antonio	78240	Bexar	8	AA
80	San Antonio Birth Doula's	San Antonio	78207	Bexar	8	SS
81	Seton Home	San Antonio	78210	Bexar	8	MH
82	Children's Connections Inc., San Antonio	San Antonio	78212	Bexar	8	AA
83	Children's Connections Inc., Victoria	Victoria	77 04	Victoria	8	AA
84	Children's Connections Inc., Eagle Pass	Eagle Pass	78 52	Maverick	8	AA
85	The Life Center, Andrews	Andrews	79 14	Andrews	9	PC
86	The Life Center, Big Spring	Big Spring	78 20	Howard	9	PC
87	The Life Center, Midland	Midland	79 01	Midland	9	PC
88	Children's Connections Inc., Midland	Midland	79 05	Midland	9	AA
89	The Life Center, Odessa	Odessa	79 61	Ector	9	PC
90	Children's Connections Inc., San Angelo	San Angelo	76 04	Tom Green	9	AA
91	Hope Cottage, El Paso	El Paso	79 02	El Paso	10	PC
92	Children's Connections Inc., El Paso	El Paso	79 01	El Paso	10	AA
93	Catholic Charities of Rio Grande Valley, Brownsville	Brownsville	78 20	Cameron	11	SS
94	Gift of Life Pregnancy Center	Brownsville	78 21	Cameron	11	PC
95	Corpus Christi Hope House	Corpus Christi	78 04	Nueces	11	MH



Name of Respondent: Texas Pregnancy Care Network

96	Children's Connections Inc., Corpus Christi	Corpus Christi	78115	Nueces	11	AA
97	Children's Connections Inc., Edinburg	Edinburg	78139	Hidalgo	11	AA
98	Children's Connections Inc., Laredo	Laredo	78145	Webb	11	AA
99	Catholic Charities of Rio Grande Valley	San Juan	78189	Hidalgo	11	SS
AA=Adoption Agency: Primarily provides adoption services, but also provides pregnancy and parenting education and counseling						
MH=Maternity Home: Primarily provides residential care for pregnant women including pregnancy & parenting counseling, education, & material assistance						
PC=Pregnancy Center: Primarily provides pregnancy and parenting counseling, education and material assistance						
SS=Social Services Provider: Primarily provides pregnancy and parenting counseling, education and material assistance in a case worker model						

This subcontractor network has been thoroughly screened with the highest of standards to ensure that the Providers can meet the requirements of delivering Program services. The result has been ten years of very successful Program operations.

In sum, TPCN has already developed a statewide subcontractor network of Providers to provide Program services that will be able to continue to deliver uninterrupted services to Texas clients in at least 99 locations on March 1, 2015. TPCN continues to grow, develop and support this network, and will see significant growth in the network during the last six months of Fiscal Year 2016.

Section 3-B – Project Work Plan- Sufficient Coverage

**2.1.1.2; 2.1.5,B;
2.5.1,A,b; 3.15.1.3.**

Describe your approach to ensuring sufficient direct service coverage based on need in any given service area.

Respond to question below in the space provided.



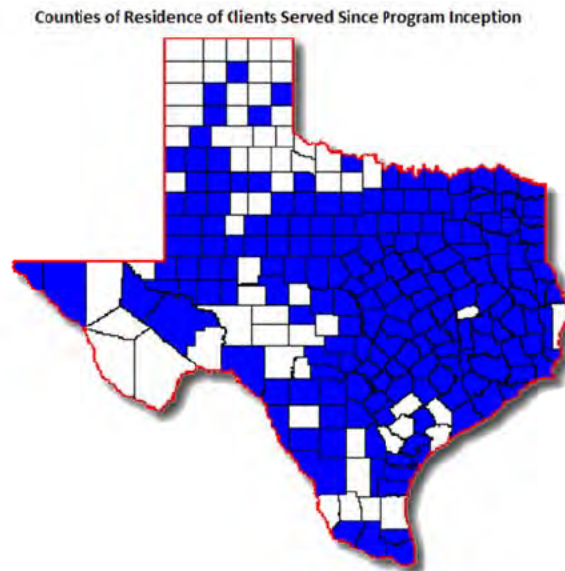
Name of Respondent: Texas Pregnancy Care Network

Part 1, Section 3-B. Response

If awarded the contract, TPCN will continue to execute the Program design already in place, while focusing to continue the Program's expansion and enhancement on a statewide level.

TPCN is already providing a statewide Program, with services available in 99 statewide locations in very close proximity to every county of the state. Clients can visit a Provider with little client effort or transportation necessary. See Figure 5.

Figure 5: Clients by County of Origin (Shaded), since Program Inception



TPCN has provided Program services to clients that reside in the following counties:

Anderson	Castro	Erath	Hays	Knox	Mitchell	Rusk	Upton
Andrews	Chambers	Falls	Henderson	Lamar	Montague	Sabine	Uvalde
Angelina	Cherokee	Farmington	Hidalgo	Lamb	Montgomery	San Augustine	Val Verde
Aransas	Coke	Fayette	Hill	Lampasas	Morris	San Jacinto	Van Zandt
Atascosa	Colman	Fisher	Hockley	La Salle	Nacogdoches	San Patricio	Victoria
Austin	Collin	Fort Bend	Hood	Lavaca	Navarro	San Saba	Walker
Bailey	Colorado	Franklin	Hopkins	Lee	Nolan	Scurry	Waller
Bandera	Comal	Freestone	Houston	Leon	Nueces	Shackelford	Ward
Bastrop	Comanche	Frio	Howard	Liberty	Orange	Shelby	Washington
Bell	Cooke	Gaines	Hudspeth	Limestone	Palo Pinto	Smith	Webb
Bexar	Coryell	Galveston	Hunt	Live Oak	Panola	Somervell	Wharton
Blanco	Crawley	Gillespie	Hutchinson	Llano	Parker	Starr	Wheeler
Bosque	Crosby	Glasscock	Jack	Lubbock	Pecos	Stephens	Wichita
Bowie	Dallas	Gonzales	Jasper	Lynn	Polk	Stonewall	Willacy
Brazoria	Dawson	Grayson	Jefferson	Marion	Potter	Tarrant	Williamson
Brazos	Delta	Gregg	Jim Wells	Martin	Rains	Taylor	Wilson



Name of Respondent: Texas Pregnancy Care Network

Brown	Denton	Grimes	Johnson	Matagorda	Randall	Terry	Winkler
Burleson	Dickens	Guadalupe	Jones	Maverick	Reagan	Throckmorton	Wise
Burnet	Dimmit	Hale	Karnes	McCulloch	Red River	Titus	Wood
Caldwell	Donley	Hamilton	Kaufman	McLennan	Reeves	Tom Green	Yoakum
Callahan	Eastland	Hardin	Kendall	Medina	Refugio	Travis	Young
Cameron	Ector	Harris	Kerr	Midland	Robertson	Trinity	
Camp	Ellis	Harrison	Kinney	Milam	Rockwall	Tyler	
Cass	El Paso	Haskell	Kleberg	Mills	Runnels	Upshur	

Most importantly, TPCN is reaching the clients most in need of services. Clients from 189 Texas counties have received Program services, and residents of those counties accounted for 99.4% of all abortions in the state according to the latest data available from DSHS.³

Further, the highest percentage of Program clients are ages 20-24, which corresponds to the highest percentage of women by age seeking abortions in Texas.⁴ Thus, TPCN has already achieved a network of Providers that are accessible to the clients with the greatest need for pregnancy support.

TPCN brings 10 years of experience in operating a very successful publicly funded Alternative to Abortion Program in Texas. One of the important lessons from this experience is that many potential providers across the state do not have the infrastructure in place to meet the very high standards necessary to be a Provider in a publicly funded Alternative to Abortion program. Bringing these types of Providers into the Program would jeopardize the overall Program in favor of “direct services in each county”. This is simply not a risk that TPCN is willing to take, especially when the above statistics show that TPCN’s current very high-standard Provider network is providing “sufficient coverage for the potential need,” serving clients from counties where 99.4% of abortions in Texas are occurring. TPCN will aggressively continue to expand its network of Program Providers, but it will not do so in a manner that will in any way jeopardize the quality of program services.

Despite already having a very thorough and complete statewide Alternative to Abortion network of Providers, TPCN is vigorously pursuing expansion of services for the Program. This expansion is focused on two distinct targets: 1) Expansion of services utilizing TPCN’s existing Provider network, and 2) Expansion of services utilizing new potential providers for the Program.

First, TPCN has a well vetted, experienced group of Providers that are capable of significantly expanding Program services. TPCN is actively encouraging the boards of directors of its existing Provider network to strategically consider how they can: i) serve new clients, ii) provide more support services to clients, and iii) serve new and underserved areas. TPCN has had a series of meetings with each Provider to encourage this process and is actively tracking the progress of each Provider to its goals.

To further assist current Provider Program expansion into underserved regions, one strategy TPCN will pursue with HHSC’s approval is New Location Development. This strategy is to have an established Provider, in good standing, open a “satellite” location in an under-served region. Program funds are advanced to the Provider to assist with capital and expansion costs. Enforced by contract, the Provider then earns back the advance funds throughout the lifetime of the

³ Texas Department of State Health Services, Vital Statistics 2013 Annual Report, Table 34, “Induced Terminations of Pregnancy by Age and County of Residence.”

⁴ Texas Department of State Health Services, Vital Statistics 2013 Annual Report, Table 34, “Induced Terminations of Pregnancy by Age and County of Residence.”



Name of Respondent: Texas Pregnancy Care Network

contract by delivering Program services equivalent to the value of the advanced funds.

Second, TPCN is actively recruiting and screening new Providers to join its statewide network of Providers. In September and October 2015, TPCN hosted a series of fifteen statewide meetings to educate new potential providers about the Program. The meetings were held in Dallas, Ft. Worth, Houston, Waco, Beaumont, San Antonio, Harlingen, Midland, Amarillo, Lubbock and other locations. Over 40 new potential providers attended these meetings and dozens more requested information about the Program. TPCN currently has seven applications from potential providers pending and expects many more in the coming months. All of these applications will be carefully vetted to ensure that the Providers meet the Program's very high standards, but TPCN is confident that it will be significantly expanding its network of Providers in Fiscal Year 2016. Of the many potential providers that are applying to become a Provider, many are located in regions of Texas where more Providers would be beneficial. This includes the Panhandle, far West Texas, and South Texas.

In sum, TPCN's current existing network of 99 Provider locations provides significant reach of the Program into every part of the State. This network has served clients residing in counties where 99.4% of the abortions in the state are occurring. The few non-populous counties from which a client has not yet been served will soon be seeing the addition of new Providers nearby to offer more convenient services within the current biennium. This will be accomplished by TPCN in a manner that will always favor quality Providers over a potentially unqualified larger quantity of Providers.

Section 3-C – Project Work Plan- Training and Maintenance

**2.1.1; 2.1.5,C;
2.5.1,A,c; 3.15.1.3.**

Describe your approach to providing initial and ongoing training to and maintenance of the provider network

Respond to question below in the space provided.



Name of Respondent: Texas Pregnancy Care Network

Part 1, Section 3-C. Response

Orientation and training are hallmarks of successful client service programs. TPCN invests significant time and energy in training its staff and its Provider network to ensure that all fully understand all Program requirements.

Mastery of Program knowledge must start with TPCN's own staff, so each new hire to TPCN goes through a minimum two week training program to ensure that they fully understand the Program. Some of the training is general Program training, and then much of it is customized to the specific job duties of the position. The Executive Director provides most of the training directly and oversees the entire staff training process.

Before they are permitted to participate in the Program, Provider's staff and volunteers are required to undergo initial in-depth Program training in compliance, including training on the Charitable Choice Provisions applicable to TANF. Training is conducted in-person by TPCN at the Provider's location. The training lasts approximately six to seven hours.

TPCN is committed to ensuring compliance with federal rules regarding the receipt of TANF funds by faith-based organizations. TPCN's Executive Director, a licensed attorney, personally oversees the training of every Provider on TPCN's Charitable Choice Act – Faith-Based Organization Policy. That Policy is as follows:

Per the Charitable Choice Act, Providers may retain their religious character, select board members on a religious basis, and include religious references in their mission statements and other governing documents. However, if an organization conducts religious or spiritual activities, it must do so separately, in time or location, from Program-reimbursable activities. Further, written educational materials that are spiritual in nature must also be separated from secular materials wherever accessible to clients within the Provider's facilities.

In addition, TPCN requires that Providers deliver Program services using a different counselor or mentor than the person who delivers spiritual or religious services to a client. This "separate counselor" requirement is a client-centered policy that is unique to publicly-funded social services programming in Texas. It ensures clients receiving Program services never feel pressured by the person delivering those services to participate in religious activities.

If a client does elect to participate in religious activities, she must sign a consent form expressing she does so freely, and understands that she is still eligible for Program services even if she opts out of religious services at any time. This informed consent must be obtained by the Provider before spiritual services can be given.

Once training is complete, Provider staff must certify that they have undergone required background checks, which must be renewed annually. Other staff certifications, including agreements to follow policies on non-discrimination, confidentiality, and limited English, are also required before any individual is permitted to deliver Program-reimbursable services. Finally, each counselor/educator must certify that he/she has read the entire Program Compliance Manual in full prior to billing for any services.

In addition to their initial training, all Providers must also attend a annual retraining to review Program requirements and compliance measures, and to receive instruction on new requirements, if any.

Orientation and training of TPCN staff and subcontracted Providers receives the highest of priorities from TPCN. Ten years of experience has shown TPCN the importance of conducting extensive training up-front. This investment "pays dividends" down the road in terms of less compliance issues going forward. TPCN will continue to hold extensive training sessions for new staff and Providers in the follow on contract, including required re-training every fiscal year.

Section 3-D – Project Work Plan- Separation of Responsibilities

**2.1.5.D; 2.5.1.A,d;
3.15.1.3.**



Name of Respondent: Texas Pregnancy Care Network

Describe your approach to maintaining a separation of responsibilities provided under any contract award is independent of other services or missions of the Contractor and network service providers.

Respond to question below in the space provided.

Part 1, Section 3-D. Response

TPCN was founded ten years ago specifically for the purpose of securing the rights to administer the Texas Alternative to Abortion Services Program. It has twice successfully procured the Program, and is now in its third procurement process. To date, this Program is the only program that TPCN operates because the Program is the only Texas program that fits TPCN's mission. Thus, while separation of responsibilities is important in every circumstance, it is less of a challenge for TPCN due to its singularity of purpose.

TPCN does conduct some minimal activities that are either not related to the administration of the Program or are non-reimbursable under federal and state rules (including preparation of this RFP). TPCN staff are trained in these matters, and separately track the minimal time spent on these activities. Their time attributed to these activities is reimbursed from private dollars. Additionally, any non-reimbursable Program expenses are tracked and funded by private dollars.

TPCN's Providers are trained specifically on separation of reimbursable and non-reimbursable Program services. This training occurs for each Provider prior to any counselor/educator providing services, and is repeated each year prior to the start of the new fiscal year. One of the separation requirements, spiritual services, was discussed in-depth above in Part I, Section 3-C. In addition to this training, Providers are trained on other non-reimbursable services, including medical services, abstinence education, and program services for persons that do not meet the eligibility criteria of the Program. Providers are instructed to track reimbursable services down to the minute of service provided so as to ensure the greatest accountability of taxpayer dollars. Each time Providers submit an invoice for reimbursable services to TPCN, the counselor/educator signs and certifies the following:

- "1. Everything you have indicated on this invoice is accurate, and reflects the services you actually delivered in support of the client.
2. No spiritual services of any kind were included within the services you're invoicing for.
3. You provided these services personally, and are not submitting this invoice on behalf of anyone else.
4. You are not billing for services that are somehow paid for by another source.
5. You know of no issues, including expiration of your background clearances, client ineligibility, or noncompliance with Program rules, that would otherwise prohibit reimbursement for these services."

Training is the key to ensuring separation rules are understood and followed. TPCN invests significant time and effort in training both its employees, as well as counselors/educators of Providers to ensure that they are 100% accountable for only billing for reimbursable Program services.

Section 3-E – Project Work Plan- Management of the Network of Service Providers

**2.1.5,E; 2.1.1.1;
2.5.1,A,e; 3.15.1.3.**

Describe your approach to management of the network of service providers

Respond to question below in the space provided.



Name of Respondent: Texas Pregnancy Care Network

Part 1, Section 3-E. Response

Once Providers go through the rigorous onboarding and Program training process, TPCN continues to provide ongoing management, education and support. TPCN contracts with its Providers on a fee-for-services basis, and the legal relationship is that of prime contractor/subcontractor.

Under the fee-for-services contract, money is not ‘given’ to the Providers. Rather, it is always *earned*, on the basis of specific support rendered to actual clients served. This performance-driven system rewards Providers who reinvest their Program reimbursements into new reimbursable services—a cycle that benefits the clients most. Repeatedly, TPCN has observed Providers expand their services, or open new locations altogether, in order to serve more women, in order to earn more reimbursements. When more services are added, the women and families of Texas win.

The prime contractor/subcontractor relationship allows the Providers to do what they do best, which is care for their clients, while leaving TPCN to handle the statewide Program administration, education, and outreach.

Once trained, Providers are ready to deliver services. Providers bill TPCN and are reimbursed for specific support provided to actual clients, categorized generally as counseling/mentoring; referrals; education classes; and materials assistance.

The minimum rates for reimbursement starting on March 1, 2016 will be: \$1.15 per minute for counseling/mentoring time; \$1.15 per minute for referral time; \$23.00 per client per hour of education class; and \$11.50 per visit for materials assistance (capped at 23 visits per pregnancy). TPCN is utilizing the same reimbursement rates as the current Fiscal Year 2016 contract, but with a nominal five percent increase in rates. This increase in reimbursement rates is still significantly less than the Bureau of Labor Statistic’s calculation of inflationary increases since the Program’s inception.

TPCN uses the BriteWorks Pregnancy System to manage its network of Providers. This system uses state-of-the-art technology to ensure program accountability and compliance. The system is licensed from TruthWorks, LLC, and provides everything necessary to operate a state funded Alternative to Abortion program, including forms, manuals, technology, and reports accessible through a highly secure web-based online platform and database. Each counselor/educator has a unique login and password to access their account. Counselors/educators complete and sign tablet-based billing forms when the client is present, and the client signs a tablet computer to verify services were delivered. The completed counselor/educator forms serve as monthly invoices from the Providers. TPCN reviews, monitors, and processes the forms daily, collecting demographic and Program data. Monthly, TPCN then forwards to HHSC an invoice for reimbursement, together with a Monthly Financial Report that breaks down the costs as:

- Client Services Reimbursement,
- Administrative Expenses, and
- Statewide Information, Outreach, Education, and Referral Programs and Services expenditures.

Each client is assigned a unique client identifier by BriteWorks PS after entering minimal client demographics into the system. The client’s social security number is not requested or utilized by BriteWorks PS. Two forms are required for the billing system: one is akin to an intake form, and is signed by the client who receives services, to confirm that an actual person received services on the date indicated by the invoice; the second form, the invoice, is completed, signed, and sent to TPCN by the Provider staff person who personally served the client.

TPCN provides real time technical support to the more than 750 counselors/educators that access the BriteWorks system. Counselors/educators and managers can call TPCN during normal business hours for help and support with the BriteWorks system. They can also send secure messages to TPCN around the clock for help and support.

Another key component to management of the Provider network is TPCN’s annual and regional conferences held for Providers. TPCN’s annual conference is an opportunity for Providers to bring their counselors and educators together for a



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few days to receive education and training from renowned experts in delivery of client services. TPCN offers Continuing Education Units for licensed counselors in attendance. The annual conference also provides an opportunity for Providers to get to know others providing services in the Program and exchange best practices. TPCN conducts satisfaction surveys of attendees, and has received a rating of 4.8 on a 5.0 scale the last two years.

Regional conferences are primarily networking events of a few hours in a regional area so that Providers can find solutions to regional issues they are facing. In the Spring, TPCN will be hosting a series of regional conferences in different HHSC regions so that Providers in those areas can get together to network and tackle regional issues.

TPCN has ten years of experience in managing its network of Providers to ensure that the Program is delivering the highest quality of services to clients. TPCN will continue to utilize these proven methods in the coming years of the contract.

Section 3-F – Project Work Plan- Oversight of Service Providers

**2.1.1.; 2.1.4.; 2.1.5,F;
2.5.1,A,f; 3.15.1.3.**

Describe your approach to oversight of service providers to ensure the quality of the services provided and compliance with requirements of the program.

Respond to question below in the space provided.



Name of Respondent: Texas Pregnancy Care Network

Part 1, Section 3-F. Response

TPCN's commitment to administering a statewide program that is accountable to the public is reflected in the resources it invests in its quality control, evaluation, training, and monitoring efforts. More than half of TPCN's staff are dedicated full-time to achieving and maintaining accountability. Ongoing monitoring for accountability begins as soon as a new Provider begins services, and occurs on a daily, monthly, and annual basis.

Daily, TPCN manually inspects invoices submitted by counselor/educators in real time, scrutinizing them for errors, irregularities, or non-compliance. TPCN's full-time Quality Control Manager is dedicated to this task. She will routinely negate non-compliant invoices prior to reimbursement, and contact the submitting counselor/educator for retraining.

Additionally, on a continuous and ongoing basis, Program Compliance Managers scrutinize every signature submitted by clients and counselors in Brite Works for billing purposes to ensure that the client was actually present for in-person billed services, and that program rules and policies were followed in completing the forms. Forms found to contain errant signatures are marked for negation and a deduction of reimbursable amounts.

Monthly, TPCN reviews Provider performance to detect areas of service in need of continuation training. This review is conducted by TPCN's Program Services Manager, and she also provides ongoing Program training as necessary.

Annually, every Provider receives an in-person Annual Monitoring by TPCN. At the Annual Monitoring, the physical facilities are again closely inspected; management is interviewed to alert TPCN to changes to corporate and organizational policies; and background check files are matched with dates entered into BriteWorks. Annual monitoring of Providers for this fiscal year is already underway and will continue through April 2016.

If any of the above compliance methods yields instances of non-compliance, those instances are reported, and TPCN deducts the value of those services from the Service's Provider's reimbursement. If excessive deductions are recorded for a Provider, the Provider is scheduled for an over the phone or in-person retraining by TPCN. If a retraining does not reduce the amount of Provider errors, the Provider's contract will be suspended or terminated.

TPCN will continue to utilize its extensive and proven oversight and compliance methods for its Provider network to ensure that the Program is utilizing taxpayer dollars in the most efficient and effective manner in the coming years.

Section 3- ~~3~~ – Continuous Network Development Plan

2.5.1,B; 3.15.1.3.

Describe your approach to continuous development of the network including but not limited to:

- A. Screening;
- B. Orientation;
- C. Training;
- D. Monitoring;
- E. Corrective Action; and
- F. Termination.

Be specific, as to process and scope of the activity being provided.

Respond to question below in the space provided.



Name of Respondent: Texas Pregnancy Care Network

Part 1, Section 3-G. Response

As prime contractor, TPCN will again be the administrator of the Program's statewide operations, providing centralized administration, education, and outreach. Client services will be subcontracted to TPCN's Providers. Services will include core services of counseling, mentoring, and education, together with support services including materials assistance and referrals to other services, when appropriate. In TPCN's experience, these are the services that help women choose childbirth rather than abortion.

Administering the statewide Program begins with screening, evaluating, approving, and contracting with Providers, who in turn deliver client services.

Women experiencing a crisis or otherwise challenging pregnancy are in need of support, not judgment or political persuasion. By adhering to its Provider Selection Process, described below, TPCN has a demonstrable record of identifying and subcontracting with compassionate, client-centered Providers.

The Provider Selection Process is as follows: Once a potential provider expresses interest to TPCN in participating in the Program, the organization is preliminarily asked whether it is aligned with the Program. The Alignment Survey confirms that the organization:

- Has been providing pregnancy support and education services to clients for at least one year;
- Is a registered 501(c)3 tax exempt organization;
- Promotes childbirth rather than abortion in its response to a difficult or unexpected pregnancy;
- Is not associated with any entity (physically, financially, legally, or via common management or shared employees) that promotes, refers, or provides for abortion services;
- Agrees not to promote, refer, or provide abortions or abortifacient contraceptives to clients;
- Does not charge fees to clients for its Program services;
- Agrees that spiritual counseling services will be provided by a different counselor than the one delivering reimbursable Program services (for faith-based organizations);
- Maintains policies and procedures protecting client confidentiality;
- Maintains policies and procedures ensuring clients know how to express grievances regarding the quality of services they have received;
- Agrees to have all staff and volunteers undergo annual criminal background and child abuse checks;
- Maintains insurance policies for general liability, automobile, and workers compensation;
- Maintains a policy of nondiscrimination, providing services to clients regardless of race, color, religion, national origin, gender, age, disability, and any other protected status; and
- Agrees to maintain a policy ensuring services delivery to persons of limited English capabilities.

If the potential Provider meets the minimum requirements, it is then invited to complete a comprehensive Full Evaluation Checklist, and send it together with responsive documents to TPCN for review. Among the documents reviewed are:

- Proof of IRS 501(c)3 tax-exempt status, with federal tax number;
- Three years of Internal Revenue Service's Forms 990
- The organization's file-stamped Articles of Incorporation;
- The organization's Bylaws;
- Proof of the organization's good standing with the Secretary of State;
- A list of Board of Directors members, or of an equivalent governing body;
- The organization's client services Policies and Procedures Manual, which must include proof of Board approval and regular review, and must contain key client policies such as confidentiality, privacy, limited



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- English proficiency; and non-discrimination;
- Staff diplomas evidencing degreeed training in social services or nursing, or otherwise training materials in pregnancy counseling/mentoring skills; and
- Proof of general liability insurance for locations where services are rendered, as well as automobile and workers compensation insurance.

If all of the above and additional evaluation criteria are met, TPCN conducts a visit of the physical locations where Program services would be delivered. The facilities are inspected to ensure that they offer safe and confidential areas for client services. The location must be handicapped-accessible or provide reasonable accommodations for disabled persons.

TPCN will not give final approval to an organization if other requirements to ensure quality services are not met. For example, TPCN does not approve of misleading practices or services descriptions, nor the use of client education materials that are unsubstantiated, inaccurate, judgmental, political, or out of date.

New Program Providers are trained in person as described in Section 3C above and monitored in accordance with Section 3F.

By following the Provider Selection process, TPCN has subcontracted with an impressive and diverse network of organizations throughout Texas. Among the Program's Providers are:

- an emergency maternity shelter;
- maternity homes and residential care facilities;
- social service agencies that provide case management by licensed social workers;
- pregnancy support centers that offer crisis mentoring, education classes, and materials support both during and after pregnancy;
- birth doula organizations that specialize in education and support during childbirth; and
- licensed adoption agencies that help clients decide between parenting and adoption.

TPCN will diligently continue to develop its network of Providers by continuing to screen, orientate, train, and monitor new potential providers that can meet the strenuous requirements of the Program.

Section 3- I – Continuous Network Development Plan

**2.1.3.; 2.5.1,C;
3.15.1.3.**

Describe your approach to continuous development of the network including but not limited to demographics that target increased services to areas where concentration of potentially eligible population indicate greatest need and to provide coverage in each county.

- A. Public Awareness;
- B. Developing and maintaining Program specific website;
- C. Developing and procuring informational materials; and
- D. Ensuring services and materials are available in to clients with limited English proficiency.
- E. Demographics that target services to ;

Be specific, as to process and scope of the activity being provided.

Respond to question below in the space provided.



Name of Respondent: Texas Pregnancy Care Network

Part 1, Section 3-H. Response

To assist them with their clients, TPCN sends to its Providers educational materials purchased or developed by TPCN, and approved by HHS.

Recent materials provided include *So I Was Thinking About Adoption ... Consider Your Choices* by American Carriage House Publishing, *Understanding Breastfeeding PowerPoint Curriculum* by Injoy Video, and *How to Raise Emotionally Healthy Children DVD* (in English and Spanish) by Injoy Video.

In the next phase of the contract, TPCN will continue to purchase and develop educational materials that meet the highest quality standards. Materials must be relevant and timely, and health-related discussions include citations to legitimate sources, such as the Centers for Disease Control, peer-reviewed literature, etc. Spanish versions of materials are purchased when available. TPCN does not purchase or develop materials that are political, judgmental, or that contain spiritual or religious content.

Outreach is a critical component of effective social services programming, particularly in a statewide program. In the past and going forward, TPCN's outreach efforts are aimed at reaching two audiences: professionals who are likely to refer clients to Program Providers; and the clients themselves.

TPCN reaches professionals primarily by hosting a community outreach booth at human services conferences throughout Texas. There, TPCN educates social workers, teachers, and similar professionals about the Program, since these professionals are often the first to encounter women enduring difficult pregnancies. Professionals who know about and trust the Program then feel comfortable including TPCN and its Providers on their lists of referral agencies.

Since the last Request for Proposal in 2009, TPCN has educated more than 7,350 Texas professionals likely to encounter potential clients about the Program by attending statewide conferences hosted by the Texas Behavioral Health Institute, Texas School Social Workers, Texas School Nurses Organization, and similar professional organizations. TPCN plans to attend these same conferences in the follow-on contract, while always looking for new forums to introduce the Program to the public.

For outreach intended at reaching potential clients, TPCN actively promotes www.texaspregnancy.org as the entry point to the Program. The primary goal of the website is to encourage potential clients to find help in their community. The landing page allows clients to "Find Help Near You", which allows clients to find Providers nearest to them by entering their zip code. The website also contains supportive comments designed to let them know that help is available to them during a difficult pregnancy. Since the last Request for Proposal in 2009, more than 1.25 million unique visits have been made to texaspregnancy.org. In FY 2016, TPCN will create several enhancements to the existing outreach website.

TPCN has conducted several outreach media campaigns designed to make the public aware of the Program and texaspregnancy.org. The outreach has included English and Spanish language television and radio commercials, billboards, and online outreach campaigns. Online ads appeared to registered users of the networking site who fit the target demographic and who live near Providers (according to zip codes). Clicking on the ads bring the visitors directly to the zip code locator page of the texaspregnancy.org outreach website. During its outreach campaigns, TPCN sees significant increases in visitors to texaspregnancy.org, as well as increases in potential clients searching for local Providers. For example, during the last statewide billboard campaign, TPCN saw a 70% increase in web sessions on TPCN's website, and a 204% increase in searches for Providers.

If awarded the contract, TPCN will conduct outreach campaigns as it has done in the past. The outreach will include the most successful outreach campaigns conducted in the past, as well as new campaigns. The campaigns will both target statewide coverage, but with additional emphasis on areas that have the highest rates of abortion, according to DSHS



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statistics. TPCN also anticipates new campaigns that specifically encourage adoption as a viable option to a crisis pregnancy. All outreach advertising will be approved by HHSC prior to use in any campaign.

TPCN will also conduct direct mail marketing with an information campaign to educators and nurses at high schools and colleges throughout Texas, introducing them to the available services. Many of these professionals are the first to encounter women in need of support during pregnancy.

TPCN understands the very important roles of public outreach and client education to the success of the Program. TPCN has a ten year history of testing various outreach efforts and will continue its HHSC-approved advertising campaigns that target clients-in-need on a statewide basis, with a special emphasis on those areas with the highest abortion rates. TPCN will also continue to educate thousands of professionals likely to encounter potential clients about the resources of the Program. Finally, TPCN will continue to ensure that the educational pieces available to clients are of the highest quality, and provide the help and information most needed.

Section 4 – Value-added Benefits

3.15.1.4.

Describe any services or deliverables not required by the RFP that the respondent proposes to provide at no additional cost to HHSC. Respondents are not required to proposed value-added benefits, but inclusion of such benefits that enhance services under the RFP for clients or HHSC may result in a more favorable evaluation.

Respond to question below in the space provided.

Part 1, Section 4, Response

Although not required by the RFP, TPCN will continue to provide value-added benefits to the Texas Alternative to Abortion Services Program. Foremost among these is the formal non-profit management consulting TPCN provides to its Providers. Organizations approved as Providers enjoy a continuing opportunity to improve their operations and client services due to their access to TPCN's expertise in non-profit management. TPCN has been recognized for having met the highest standards of non-profit operations. This expertise is in turn passed along to the Providers both through the initial participation standards and ongoing correspondence and consulting provided by TPCN, at no charge to the Provider or the Program.

Section 5 – Assumptions

3.15.1.5.

State any business, economic, legal, programmatic, or practical assumptions that underlie the respondent's response to the Business Proposal. HHSC reserves the right to accept or reject any assumptions. All assumptions not expressly identified and incorporated into the contract resulting from this RFP are deemed rejected by HHSC.

Respond to question below in the space provided.



Name of Respondent: Texas Pregnancy Care Network

Part 1, Section 5, Response

This proposal of services by TPCN is based on the following assumptions:

- 1) That through this procurement, notwithstanding Question and Answer Addendum, Answer to Q1, HHSC seeks to continue a program with the stated purpose of promoting childbirth rather than abortion to women who are pregnant and may be undecided about whether or not to have the child, as intended by the Texas Legislature, Section 50 Special Provisions Article II, S.B.1 (The General Appropriations Act) 79th Legislature, 2005, and subsequently implemented in all fiscal years since through the HHSC contracts with TPCN; and
- 2) That if awarded the contract, TPCN will be notified of the award tentatively on or before February 12, 2016, and contract execution will occur no later than February 29, 2016, in order for the necessary preparations to be made for services to begin without delay on March 1, 2016; or alternatively, that the current contract with TPCN will be extended until the new contract execution can take place;
- 3) That the requirement of Section 2.1.1.A. that the Contractor is not located at the same physical location or within 1,000 feet of an abortion-services provider or affiliate does not apply to subcontractors; and
- 4) That HHSC will review and approve all Program educational materials purchased with Program funds, but that Contractor (and not HHSC) shall continue to review and approve educational materials provided by subcontractors and used in conjunction with Program services to ensure such materials are in compliance with subcontractor's contract with Contractor.



Attachment A-1, Performance Template



Performance Template Attachment A-1 - RFP

This template is intended to describe the services the respondent proposes to provide during Fiscal Years 2016 and 2017 and to indicate the respondents' estimate of the volume of services that will be provided, especially the number of persons to be served. The template indicates and quantifies what the state can expect to receive for the funding available.

Describe the strategies you intend to use to deliver services. Include a full description of the strategy and the key outcomes of that strategy, including where appropriate, the number of people served. The performance template should be consistent with the budget template in that it should generally reflect the vendor's planned use of available funds as shown in the budget template. If in some instances you intend to pursue strategies and show outcomes in the performance template that would not appear to relate to Attachment B, Cost Proposal Budget add clarifying footnotes as necessary. Some possible examples are provided in the Example Table below.

- Provide one completed performance template for balance of Fiscal Year 2016 (March 1, 2016 – August 31, 2016).
- Provide one completed performance template for Fiscal Year 2017 (September 1, 2016 – August 31, 2017).

Example-Table:

Fiscal Year 2016 Performance Template	
Deliverable	Outreach
Description of Strategy	Development of Billboards
Key Outcomes	< number of billboards within x HHS regions
Measures	Increase in website hits in targeted regions
Deliverable	Client Services
Description of Strategy	Non-medical goods
Key Outcomes	< number of clients received x diapers
Measures	Increase in donations or distribution of diapers
Deliverable	Program Administration
Description of Strategy	Subcontract monitoring
Key Outcomes	< numbers of subcontractors monitored in x month
Measures	Increase in subcontractor monitoring by desk/on site reviews.



NOTE: Respond by completing and returning this attachment with RFP response. Add additional rows to each fiscal year as needed to cover the entire Respondent's proposed deliverables.

Fiscal Year 2016 Performance Template	
Deliverable	Centralized Statewide Information, Outreach, Education and Referral Services
Description of Strategy	Provide outreach website at www.texaspregnancy.org
Key Outcomes	The number of unique visitors to website will be reported
Measures	The effectiveness of other outreach methods to educate the public about the Program and encourage potential clients to search for Providers in their area
Deliverable	Centralized Statewide Information, Outreach, Education and Referral Services
Description of Strategy	Provide Community Outreach by attending Meetings of Professional Organizations
Key Outcomes	At least 750 professionals will be educated on the Program
Measures	The number of school nurses, school counselors, and other professionals who learn about the Program and are able to refer potential clients to its services.
Deliverable	Centralized Statewide Information, Outreach, Education and Referral Services
Description of Strategy	Identify and provide contracts to social service agencies, pregnancy centers, adoption agencies and maternity homes statewide that offer core services.
Key Outcomes	At least 105 Provider locations will be providing Program services statewide in every HHSC region of the state by the end of the fiscal year.
Measures	The availability of client services to potential clients in the state.
Deliverable	Client Services in Communities
Description of Strategy	Provide core services consisting of information and counseling/mentoring plus necessary support services and related support services to women during their pregnancy and for 24 months after birth.
Key Outcomes	Approximately 13,500 clients will be served by the Program, and reported by client's age and by county.
Measures	The number of clients served in the state.
Deliverable	Client Services in Communities
Description of Strategy	Provide core services consisting of information and counseling/mentoring plus necessary support services and related support services to women during their pregnancy and for 24 months after birth.
Key Outcomes	Clients will make approximately 65,000 visits to Providers, reported by client's age and by county.
Measures	The amount of services provided in the state.
Deliverable	Client Services in Communities
Description of Strategy	Provide information, counseling, and classes on parenting skills.
Key Outcomes	At least 2,500 clients will attend parenting classes.
Measures	The amount of services provided in the state.
Deliverable	Client Services in Communities
Description of Strategy	Provide information, counseling, and classes on parenting skills.



Fiscal Year 2016 Performance Template	
Strategic Outcome	
Key Outcomes	At least 5,500 clients will be counseled on parenting skills.
Measures	The amount of services provided in the state.
Deliverable	Client Services in Communities
Description of Strategic Outcome	Provide accurate information on adoption.
Key Outcomes	At least 2,500 clients will be counseled on adoption.
Measures	The amount of services provided in the state.

Fiscal Year 2017 Performance Template	
Deliverable	Centralized Statewide Information, Outreach, Education and Referral Services
Description of Strategic Outcome	Provide outreach website at www.texaspregnancy.org
Key Outcomes	The number of unique visitors to website will be reported
Measures	The effectiveness of other outreach methods to educate the public about the Program and encourage potential clients to search for Providers in their area
Deliverable	Centralized Statewide Information, Outreach, Education and Referral Services
Description of Strategic Outcome	Provide Community Outreach by attending Meetings of Professional Organizations
Key Outcomes	At least 1500 professionals will be educated on the Program
Measures	The number of school nurses, school counselors, and other professionals who learn about the Program and are able to refer potential clients to its services.
Deliverable	Centralized Statewide Information, Outreach, Education and Referral Services
Description of Strategic Outcome	Identify and provide contracts to social service agencies, pregnancy centers, adoption agencies and maternity homes statewide that offer core services.
Key Outcomes	At least 115 Provider locations will be providing Program services statewide in every HHSC region of the state by the end of the fiscal year.
Measures	The availability of client services to potential clients in the state.
Deliverable	Client Services in Communities
Description of Strategic Outcome	Provide core services consisting of information and counseling/mentoring plus necessary support services and related support services to women during their pregnancy and for 24 months after birth.
Key Outcomes	Approximately 30,000 clients will be served by the Program, and reported by client's age and by county.
Measures	The number of clients served in the state.
Deliverable	Client Services in Communities
Description of Strategic Outcome	Provide core services consisting of information and counseling/mentoring plus necessary support services and related support services to women during their pregnancy and for 24 months after birth.
Key Outcomes	Clients will make approximately 145,000 visits to Providers, reported by client's age and by county.
Measures	The amount of services provided in the state.



Fiscal Year 2017 Performance Template	
Deliverable	Client Services in Communities
Description of Strategy	Provide information, counseling, and classes on parenting skills.
Key Outcomes	At least 5,250 clients will attend parenting classes.
Measures	The amount of services provided in the state.
Deliverable	Client Services in Communities
Description of Strategy	Provide information, counseling, and classes on parenting skills.
Key Outcomes	At least 11,500 clients will be counseled on parenting skills.
Measures	The amount of services provided in the state.
Deliverable	Client Services in Communities
Description of Strategy	Provide accurate information on adoption.
Key Outcomes	At least 5,500 clients will be counseled on adoption.
Measures	The amount of services provided in the state.



Part 2

Appendices

- Appendix 1-A, Corporate References
- Appendix 1-B, Staff Resumes
- Appendix 1-C, Project Staff References
- Appendix 1-D, Board Members
- Appendix 1-E, Organizational Chart
- Appendix 1-F, Project Organizational Chart



Appendix 1-A, Corporate References

Corporate Reference	Contract Number	Contract Dates	Prime or Subcontractor?	Contact Information
Beth Zahn	HHSC 529-10-0013	September 2009 - Present	Prime Contractor	Texas Health and Human Services Commission, 909 W. 45th Street, Building 555, MC 2010, Austin, TX, 78751
Andrea Costley	HHSC 529-10-0013	September 2009 - Present	Prime Contractor	Texas Health and Human Services Commission, 909 W. 45th Street, Building 555, MC 2010, Austin, TX, 78751
Marilyn Eaton	HHSC 529-10-0013	September 2009 - Present	Prime Contractor	Texas Health and Human Services Commission, 909 W. 45th Street, Building 555, MC 2010, Austin, TX, 78752
Melissa Sines, Standards for Excellence Accreditation Manager	NA	NA	NA	Maryland Nonprofits/Standards for Excellence Institute, 1500 Union Ave., Suite 2500 Baltimore, MD 21211 (443)-438-2337



Appendix 1-B, Staff Resumes

JOHN MCNAMARA, JD, MBA, EXECUTIVE DIRECTOR

1101 South Capital of Texas Hwy ❖ Suite K-250 ❖ Austin, Texas 78746 ❖ (512) 637-7011 ❖ john@texaspregnancy.org

PROFESSIONAL EXPERIENCE

TEXAS PREGNANCY CARE NETWORK – AUSTIN, TEXAS

January 2012 – Present

EXECUTIVE DIRECTOR

- Oversee all aspects of the Texas Alternative to Abortion Services Program to ensure a successful program.
- Anticipate and protect corporation against ideological assaults by hostile entities.
- Administer all customer contract requirements to ensure complete compliance.
- Oversee all corporate financial activities including budget preparation, monitoring of purchases, payments to vendors, and audit requirements.
- Ensure growth and success of the Texas Alternative to Abortion Services Program.
- Direct all staff to meet HHSC contract administration, data collection and program standards.
- Review and approve Providers.
- Ensure Provider compliance with Texas Pregnancy Care Network Agreement with HHSC.

THE MCNAMARA FIRM – AUSTIN, TEXAS

May 1998 – Present

ATTORNEY

- Founder of law firm serving entrepreneur and business clients on a variety of corporate matters, including mergers and acquisitions (M&A), tax issues, business formations, employment issues, contract negotiations, non-immigrant business visas, litigation management, intellectual property, and compliance matters.
- Provide legal and general counsel services, serve in leadership roles, and launch business ventures for clients.

ALLIANCE ABROAD GROUP – AUSTIN, TEXAS

January 2008 – October 2011

PRESIDENT

- Succeeded Founder to strategically lead established international cultural exchange company, heavily regulated by the U.S. State Department, offering reciprocal work/study opportunities under the Foreign Exchange designation.
- Led 50+ employees, serving ~10K annual participants.

KPMG – AUSTIN, TEXAS

September 1996 – April 1998

TAX SPECIALIST

- Provided consulting services in Big 4 accounting firm.
- Collaborated with businesses and entrepreneurs in manufacturing, real estate, and hotel chains to maximize tax savings.

EDUCATION**JURIS DOCTOR**

University of Notre Dame, Notre Dame, Indiana

MASTERS OF BUSINESS ADMINISTRATION

University of Notre Dame, Notre Dame, Indiana

BACHELOR OF ARTS

University of Notre Dame, Notre Dame, Indiana

NANCY GILLULY, ACCOUNTANT

1101 South Capital of Texas Hwy ❖ Suite K-250 ❖ Austin, Texas 78746 ❖ (512) 637-7011 ❖ nancy@texaspregnancy.org

PROFESSIONAL EXPERIENCE

TEXAS PREGNANCY CARE NETWORK – AUSTIN, TEXAS

June 2009 – Present

ACCOUNTANT

- Oversee the management and processing of all accounting and financial data for the corporation.
- Ensure annual audit by Certified Public Accountants has no qualifications.
- Develop budget with Executive Director and tracks budget to actual.
- Provide reports and statistical information for Board of Directors, Executive Director, and HHSC on a monthly basis.

RESOURCES GLOBAL PROFESSIONALS – AUSTIN, TEXAS

August 2008 – May 2009

CONSULTANT

- Interim assignment as Financial Analyst for Dell Financial Services.

HOUSTON TECHNOLOGY CENTER – HOUSTON, TEXAS

January 2001 – April 2005

ACCOUNTING MANAGER/OFFICE MANAGER

- Responsible for all financial accounting, reporting and budgeting functions.

RESOURCES CONNECTION LLC – HOUSTON, TEXAS

August 1999 – January 2001

FINANCIAL CONSULTANT

- Interim assignments as Controller, Financial Analyst for the following companies: Meridian Alliance Group, Christus Health, Enron Corporation.

GER SERVICES, INC – Houston, Texas

March 1998 – August 1999

FINANCIAL CONSULTANT

- Interim Controller, during period of reorganization of firm.
- Implementation of new accounting and management information system.

FIRST NATIONAL BANK OF COMMERCE – NEW ORLEANS, LOUISIANA

August 1976 – July 1996

VICE PRESIDENT AND CONTROLLER, BRANCH MANAGER, PRIVATE BANKING RELATIONSHIP MANAGER

- 1992-1996, Private Banking Officer, Financial Center Manager
 - 1989-1992, Controller
 - 1981-1989, Accounting Assistant Manager, Profitability Reporting Manager
 - 1976-1981, Correspondent Bank Data Processing Sales
-

EDUCATION

MBA

University of New Orleans, New Orleans, Louisiana

BA, Mathematics

Vanderbilt University, Nashville, Tennessee

Certified Public Accountant

Louisiana

CATHERINE DORSEY, QUALITY CONTROL MANAGER

1101 South Capital of Texas Hwy ❖ Suite K-250 ❖ Austin, Texas 78746 ❖ (512) 637-7011 ❖ catherine@texaspregnancy.org

PROFESSIONAL EXPERIENCE

TEXAS PREGNANCY CARE NETWORK – AUSTIN, TEXAS

June 2006 – Present

QUALITY CONTROL MANAGER

- Review all Provider invoices daily for accuracy and Program compliance.
- Provide technical support to Providers for the Program billing system (BriteWorks PS).
- Approve new Provider billers and update clearance dates.
- Pull year-to-date stats and financial reports monthly.
- Write training tools for the BriteWorks system.

FIRST CONVENIENCE BANK – KILLEEN, TEXAS

June 2005 – June 2006

LOSS PREVENTION DEPARTMENT

- Reviewed checks for correct endorsements and dollar amounts.
- Approved high dollar items for deposits.
- Completed letters explaining holds placed on account(s) due to a high dollar deposited item.
- Made phone calls on behalf of the bank to verify cashier checks and other banking items.

COMERICA BANK – DETROIT, MICHIGAN

May 1986 – June 2005

CUSTOMER SERVICE TRAINER MANAGER

- Trained all new CSR's and Manager Trainees.
- Ordered and processed cash orders.
- Processed night depository bank deposits.
- Audited CSR's cash tills monthly.
- Attained sales goal/quota for the month.
- Processed requested cash orders for CSR's daily usage.

RETAIL CUSTOMER SERVICE REPRESENTATIVE

- Opened new accounts.
- Performed CSR duties as required.
- Audited CSR's cash tills.
- Teamed with management to create new ways for the branch to reach sales goals.

CUSTOMER SERVICE REPRESENTATIVE (CSR)

- Cashed checks.
- Made deposits and withdrawals.
- Sold cashier checks and money orders.
- Referred for savings, checking, money market, equity loan and time deposit accounts.

EDUCATION

BACHELOR OF BUSINESS ADMINISTRATION

Davenport University Eastern Region, Dearborn, Michigan

ACCOUNTING

Detroit Business Institute, Detroit, Michigan

LESLEY WIED, PROGRAM SERVICES MANAGER

1101 South Capital of Texas Hwy ❖ Suite K-250 ❖ Austin, Texas 78746 ❖ (512) 637-7011 ❖ lesley@texaspregnancy.org

PROFESSIONAL EXPERIENCE

TEXAS PREGNANCY CARE NETWORK – AUSTIN, TEXAS

May 2014 – Present

PROGRAM SERVICES MANAGER

- Act as the primary liaison between TPCN and Providers.
- Plan and execute the Annual Provider Conference with Executive Director.
- Produce the TPCN newsletter.
- Select education materials for annual purchase.
- Triage Provider concerns and issues to Executive Director.
- Answer daily questions from Providers about the Program.
- Review monthly Provider reimbursement.

TEXAS PREGNANCY CARE NETWORK – AUSTIN, TEXAS

December 2008 – May 2014

EVALUATOR

- Planned and conducted Annual Monitorings and other visits with Providers.
- Screened potential Provider application documents.
- Reviewed client educational material submitted by Providers.
- Assisted in training for both new and existing Providers.
- Exhibited at conferences across state to educate professionals about the Program.

TEXAS PREGNANCY CARE NETWORK – AUSTIN, TEXAS

June 2006 – December 2008

ADMINISTRATIVE ASSISTANT

- Answered calls and managed mail.
- Developed company filing system.
- Assembled quarterly reports.
- Made logistical arrangements for company meetings and trainings.
- Performed administrative support to Executive Director.

EDUCATION

BACHELOR OF ARTS IN ENGLISH

Sam Houston State University, Huntsville, Texas

HANNAH HEPFER, PROGRAM COMPLIANCE MANAGER

1101 South Capital of Texas Hwy ❖ Suite K-250 ❖ Austin, Texas 78746 ❖ (512) 637-7011 ❖ hannah@texaspregnancy.org

PROFESSIONAL EXPERIENCE

TEXAS PREGNANCY CARE NETWORK – AUSTIN, TEXAS

January 2014 – Present

PROGRAM COMPLIANCE MANAGER

- Evaluate Providers (50+ visits yearly) to ensure Program compliance.
- Write Annual Monitoring reports for HHSC.
- Write Provider case studies for use as a marketing tool by the Provider Screening Manager.
- Write and edit 60+ page Compliance Manual.
- Review client educational material submitted by Providers.
- Edit Program communications for the Executive Director. Edit and proofread staff emails.

SELF EMPLOYED – AUSTIN, TEXAS

January 2010 – Present

FREELANCE WRITER & EDITOR

- *Texas Lifestyle Magazine, Catholic Spirit, InvestingAnswers.com, Seattle University-Albers School of Business, Seattle University-Marketing Department, Pierce County Sheriff's Department, Wisdom Living*

ST. EDWARD'S UNIVERSITY, MARKETING OFFICE – AUSTIN, TEXAS

March 2011 – December 2013

MARKETING WRITER

- Editor, *Directions*: School of Management and Business newsletter
- Editor, *Wild Ways*: Wild Basin Wilderness Preserve newsletter
- Feature Writer, *St. Edward's University Magazine*
- Contributor, *Westlake Picayune Newspaper*
- Scriptwriter for marketing videos featured on stedwards.edu
- Copywriter for Admissions pieces and recruitment materials, for both print and online

SEATTLE UNIVERSITY, ALBERS SCHOOL OF BUSINESS – SEATTLE, WASHINGTON April 2008 – March 2011

PROGRAMS COORDINATOR

- Editor, *Connections*, The Center for Leadership's (CLF) alumni publication for its executive-level programs, including the Leadership Executive MBA and the Executive Leadership Program
- Edited department website content, mailings and event promotion collateral
- Wrote copy for university publications that featured the CLF, including the *AlbersBRIEF*, a publication for alumni, deans, undergraduate and graduate directors of AACSB schools and *Crossroads*, a quarterly newsletter for 38,000 alumni

EDUCATION

BA IN COMMUNICATION

Santa Clara University, Santa Clara, California

STUDY ABROAD PROGRAM

University of Melbourne, Melbourne, Australia

Additional Training

Article Writing Master Class (10-week online course); AMA Higher Education Symposium; Ragan Corporate Editors Conference; *Leading with Dignity* course (Seattle University)

REBECCA KENYON, PROVIDER SCREENING MANAGER

1101 South Capital of Texas Hwy ❖ Suite K-250 ❖ Austin, Texas 78746 ❖ (512) 637-7011 ❖ becky@texaspregnancy.org

PROFESSIONAL EXPERIENCE

TEXAS PREGNANCY CARE NETWORK – AUSTIN, TEXAS

December 2013 – Present

PROVIDER SCREENING MANAGER

- Serve as the primary recruiter to bring new organizations into the Program.
- Communicate regularly with 70 + potential Providers to encourage participation in the Program.
- Act as the point-of-contact through the entire onboarding process until an organization is active.
- Review all application documents and preliminary client education materials.
- Travel year-round to present Program benefits to organizations.
- Exhibit at professional conferences state-wide.
- Develop marketing pieces to help organizations make an informed decision about the Program.
- Oversee a re-design of the Program exhibit conference booth.

MARY KAY–AUSTIN, TEXAS

February 1994 – Present

CONSULTANT, SELF-EMPLOYED

- Created and maintained a customer base.
- Achieved position of Director and high sales goals.
- Created and implemented various guest and consultant events.
- Led weekly meetings to train and recognize consultants.

AUSTIN LIFE CARE – AUSTIN, TEXAS

April 1993 – September 1999

BOARD MEMBER and VOLUNTEER

- Spoke at churches and organizations to promote the center.
- Built relationships with pastors to increase community support.
- Assisted with center's move from rental property to building purchase.
- Held position of board vice-chairman and board chairman.
- Restructured board committees to improve efficiency.

IBM – ENDICOTT, NEW YORK

February 1979 – May 1992

PROGRAMMER

- Held a variety of positions within the organization, each in increasing responsibility.
- Final role was in Quality Assurance, teaming with software development to improve processes and methodologies.

EDUCATION

BACHELOR OF SCIENCE IN BUSINESS/MARKETING

University of Phoenix, Austin, Texas

COMPLETED 13 OF LOWER DIVISION COURSES FOR BACHELOR OF SCIENCE IN BUSINESS

Austin Community College, Austin, Texas

ROBERTA BUCHANAN, EDUCATIONAL COORDINATOR

1101 South Capital of Texas Hwy ❖ Suite K-250 ❖ Austin, Texas 78746 ❖ (512) 637-7011 ❖ roberta@texaspregnancy.org

PROFESSIONAL EXPERIENCE

TEXAS PREGNANCY CARE NETWORK – AUSTIN, TEXAS

September 2015 – Present

EDUCATIONAL COORDINATOR

- Screen educational materials — including video, books, curriculum and brochures — to assess if they are acceptable for use with reimbursable Program services.
- Manage TPCN's database of educational materials.
- Write letters to Providers to explain conclusions reached about educational materials submitted.
- Identify, review and screen new materials that would be beneficial to the Program.
- Recommend educational materials for purchase that are in alignment with Program guidelines and budget.
- Determine needs of Providers for new educational materials and allocate materials accordingly.
- Negotiate best prices for educational materials with vendors.
- Assist with other projects assigned from the Executive Director

OUR LADY OF THE ROSARY CEMETERY & PRAYER GARDENS – GEORGETOWN, TEXAS

March 2011 – April 2014

MONUMENT COORDINATOR AND ADMINISTRATIVE LIAISON

- Coordinated with families — in tandem with groundskeepers, office staff and monument providers — to complete delivery of their monuments.
- Provided support to the owners and Director, including contract processing, communications between the cemetery and the families, administrative office support, and database preparations and maintenance.
- Wrote ads for newsletters, newspapers and kiosks throughout the area and property.
- Coordinated the marketing events for the cemetery and at Diocesan events.

BOWMAN LANDSCAPE, DESIGN & MAINTENANCE – GEORGETOWN, TEXAS

August 2009 – May 2010

MARKETING COORDINATOR

- Prepared monthly newsletter, ads, and coupons for the landscape business to be emailed to customers.

ST. PETER CATHOLIC MISSION – AMERICAN FORK, UTAH

July 1995 – January 1997

OFFICE ADMINISTRATOR

- Coordinated all priest activities and maintained parishioner database.

TEXAS INSTRUMENTS – DALLAS, TEXAS

July 1984 – January 1990

RECRUITER

- Recruited professional, college, and academic level candidates for projects within the Defense Systems Group of Texas Instruments.

EDUCATION

BA COMPUTER INFORMATION SYSTEMS

Southwest Texas State University, San Marcos, Texas



Appendix 1-C, Project Staff References

JOHN MCNAMARA, EXECUTIVE DIRECTOR

1101 South Capital of Texas Hwy ❖ Suite K-250 ❖ Austin, Texas 78746 ❖ (512) 637-7011 ❖ john@texaspregnancy.org

PROFESSIONAL REFERENCES

Patrick Nunnely, MD
sonunn@aol.com

Elizabeth Graham
egraham@texasrighttolife.com

Representative Greg Bonnen, MD
Greg.Bonnen@house.state.tx.us

NANCY GILLULY, ACCOUNTANT

1101 South Capital of Texas Hwy ❖ Suite K-250 ❖ Austin, Texas 78746 ❖ (512) 637-7011 ❖ nancy@texaspregnancy.org

PROFESSIONAL REFERENCES

Kathey Pendleton
(512)-260-4163

Tom Umstattd, CPA
(512)-825-1040

Pat Nunnally, MD
(512)-422-2938

CATHERINE DORSEY, QUALITY CONTROL MANAGER

1101 South Capital of Texas Hwy ❖ Suite K-250 ❖ Austin, Texas 78746 ❖ (512) 637-7011 ❖ catherine@texaspregnancy.org

PROFESSIONAL REFERENCES

Vincent Friedwald
(512) 633-1456

Crystal Dennis
(313)-527-7771

Misty Denner
(512)-331-1533

LESLEY WIED, PROGRAM SERVICES MANAGER

1101 South Capital of Texas Hwy ❖ Suite K-250 ❖ Austin, Texas 78746 ❖ (512) 637-7011 ❖ lesley@texaspregnancy.org

PROFESSIONAL REFERENCES

Deb Whitaker
(214) -425-0760

Shelley Fowler
(512)-963-1855

Kathy Attwood
(480)-369-5239

HANNAH HEPFER, PROGRAM COMPLIANCE MANAGER

1101 South Capital of Texas Hwy ❖ Suite K-250 ❖ Austin, Texas 78746 ❖ (512) 637-7011 ❖ hannah@texaspregnancy.org

PROFESSIONAL REFERENCES

Camille Saad
camilles@stedwards.edu

Penny Koch-Patterson
koch_penelope@yahoo.com

Marsha Kelliher
kelliher@susqu.edu

REBECCA KENYON, PROVIDER SCREENING MANAGER

1101 South Capital of Texas Hwy ❖ Suite K-250 ❖ Austin, Texas 78746 ❖ (512) 637-7011 ❖ becky@texaspregnancy.org

PROFESSIONAL REFERENCES

Kathey Pendleton
(512)-260-4163

Maggie Hammond
(956)-434-6340

Rebecca Schroeck
(512)-746-5135

ROBERTA BUCHANAN, EDUCATIONAL COORDINATOR

1101 South Capital of Texas Hwy ❖ Suite K-250 ❖ Austin, Texas 78746 ❖ (512) 637-7011 ❖ roberta@texaspregnancy.org

PROFESSIONAL REFERENCES

Amy MacKay
(512)-423-0115

Jimmy Shields
(512)-626-6852

Janice Bowman
(512)-748-5793



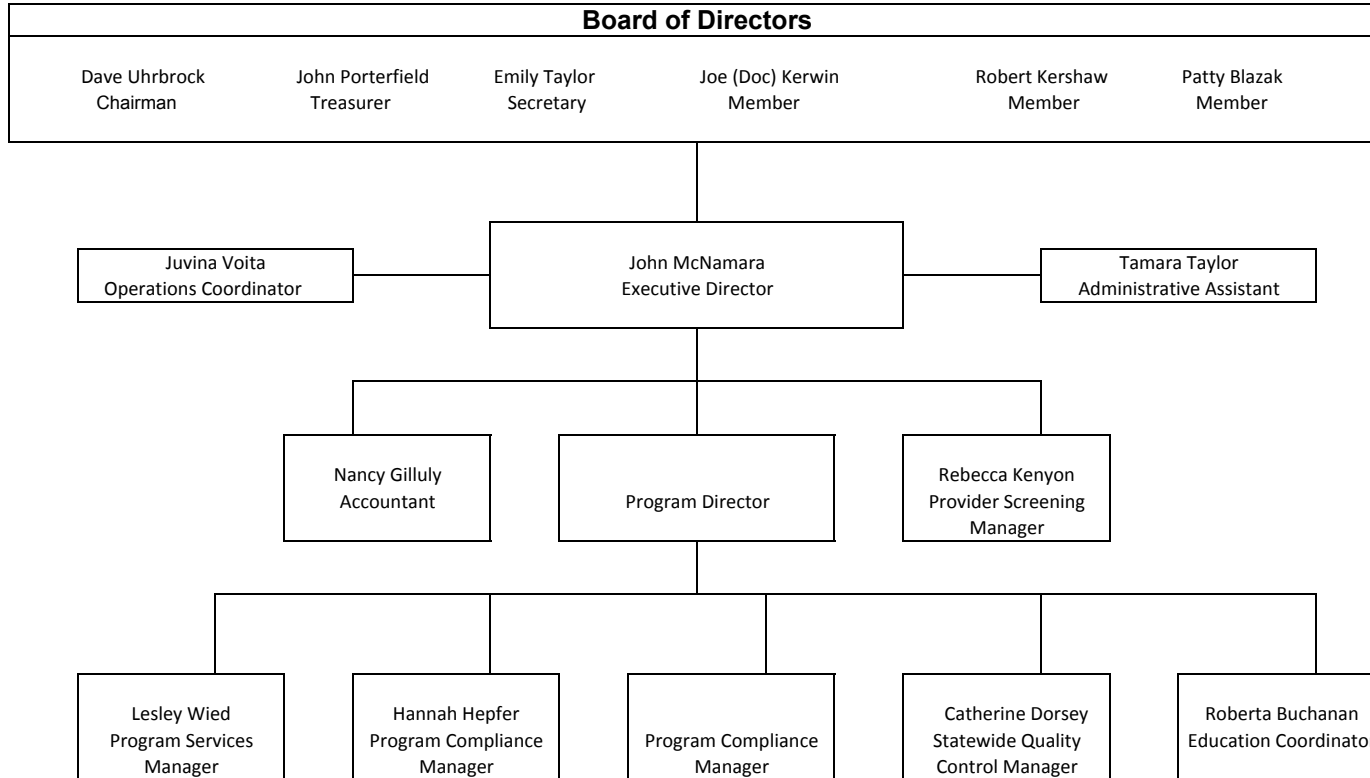
Appendix 1-D, Board Members

Name	Position	Address	Telephone	Email
David Uhrbrock, MD	Board Chair	3215 Purdue Avenue Dallas, TX 75225	972-900-2406	uhrbrock@gmail.com
John Porterfield, CPA	Treasurer	3053 Portulaca Drive Round Rock, TX 78681	817-908-4569	jporterfield7@gmail.com
Emily Taylor	Secretary	3103 Madisina Drive Leander, TX 78641	512-528-5533	ejwass3@juno.com
Joe Kerwin, MD	Board Member	10411 River Road College Station, TX 77845	281-253-3096	medinaut@pdq.net
Robert Kershaw, Esq.	Board Member	3355 Bee Caves Road Suite 715, Austin, TX 78746	512-940-4282	robert kershaw@kershawlaw.com
Patty Blaszak	Board Member	305 W. Brookside Drive Bryan, TX 77801	979-204-3002	patty.blaszak@suddenlink.net



Appendix 1-E, Organizational Chart

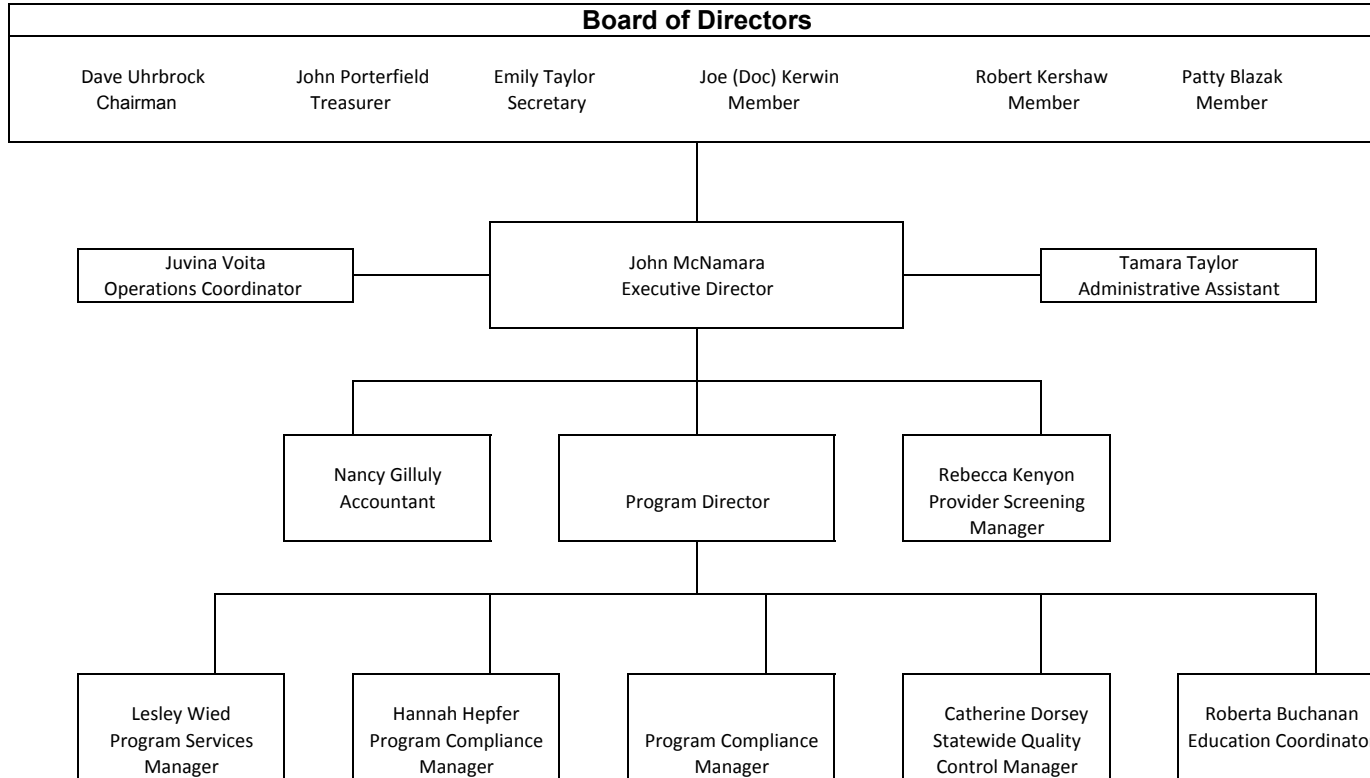
Appendix I-E Business Organizational Chart Texas Pregnancy Care Network





Appendix 1-F, Project Organizational Chart

Appendix I-F **Project Organizational Chart** **Texas Pregnancy Care Network**

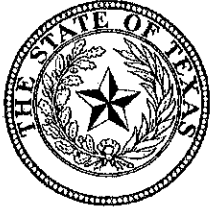




Part 3

Certifications and Other Required Forms

- Child Support Certification
- Certification- Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts
- Certification- Regarding Federal Lobbying
- Nondisclosure and Procurement Integrity Statement
- Required Certifications
- Respondent Information and Disclosures
- Anti-Trust Certification
- HHSC Enterprise Data Use Agreement- Information Security and Privacy Initial Inquiry (SPI)



State of Texas
Health & Human Services Commission
Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name

Social Security #

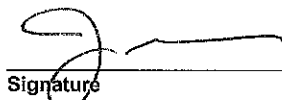
See attached

See attached

III.

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."


Signature

John McNamara
Printed Name

Executive Director
Title

12/23/15
Date

Attachment to Child Support Certification

Name**Social Security Number**

Catherine Dorsey

Hannah Hepfer

John McNamara

Lesley Wied

Nancy Gilluly

Rebecca Kenyon

Roberta Buchanan



CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ☒ Yes ☐ No

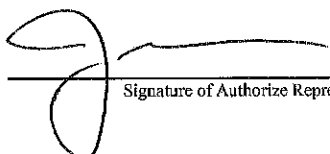
5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

- ☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- ☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor	Vendor ID No. or Social Security No.	HHSC Contract No. (if applicable)
Texas Pregnancy Care Network	760802397	529-16-0004

 _____ Signature of Authorize Representative	12/23/15 _____ Date	Printed/Typed Name and Title of Authorized Representative John McNamara, Executive Director
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CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

DEFINITIONS

Covered Contracts/Subcontract.

- (1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between HHSC or its agents and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
 - a. Principal investigators.
 - b. Providers of audit services required by the HHSC or federal funding source.
 - c. Researchers.

Debarment. An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is "debarred".

Grant. An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

Ineligible. Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

Participant. Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

Person. Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

Principal. Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the HHSC or federal funding source.
- (3) Researchers.

Proposal. A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension. An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

Voluntary exclusion or voluntarily excluded. A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

Covered Awards and Subawards--Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

Lobbying--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

Limited Use of Appropriated Funds Not Prohibited--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration of products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

Professional and Technical Services--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

Other Allowable Activities--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

Funds Other Than Federal Appropriations--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

Applicability of Other State and Federal Requirements--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

TERMS OF CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

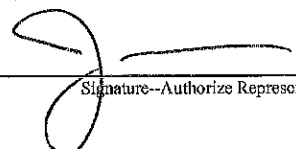
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

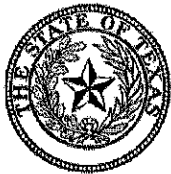
Do you have or do you anticipate having covered subawards under this transaction? ☐ Yes ☒ No

Name of Contractor/Potential Contractor	Vendor ID No. or Social Security No.	HHSC Contract No. (if applicable)
Texas Pregnancy Care Network	760802397	529-16-0004

Name of Authorized Representative (type or print)	Title
Texas Pregnancy Care Network	Executive Director


Signature--Authorize Representative

12/23/15
Date



State of Texas
Health & Human Services Commission

NONDISCLOSURE and PROCUREMENT INTEGRITY STATEMENT

PROCUREMENT/SOLICITATION NUMBER: 529-16-0004

PROCUREMENT/SOLICITATION NAME: Alternatives to Abortion

ACKNOWLEDGMENT

As an employee or contractor of the Texas Health and Human Services Commission (HHSC) or a Health and Human Services (HHS) agency, I may be provided access to sensitive information regarding the proposed procurement of goods and services for HHSC or an HHS agency. As such, I acknowledge that:

My access to this information is provided solely in my capacity as an employee, representative or contractor of HHSC or an HHS agency;

My access to this information is solely for the purpose of discharging the duties of HHSC or an HHS agency regarding the proposed procurement;

Premature or unauthorized disclosure of this information will irreparably harm the State's interests in the proposed procurement and may constitute a violation of Section 39.02 of the Texas Penal Code, the antitrust laws of the United States and the State of Texas, and the Texas Public Information Act, Chapter 552, Texas Government Code; and

The information may represent confidential or proprietary information, the release of which may be restricted or prohibited by law.

AGREEMENT

In view of the foregoing, I agree that I shall use any information that I receive in my capacity as an HHSC or HHS agency employee or contractor— whether written or oral, formal or informal – for the following purposes only:

- To provide the goods, services and/or deliverables required or requested under this HHSC or HHS agency procurement;
- To provide advice, opinion or recommendation requested by HHSC or an HHS agency in the course of fulfilling the duties regarding the proposed procurement as prescribed under the resulting contract;
- To evaluate the submissions received from vendors or offerors in connection with the proposed procurements; and
- To assist HHSC or an HHS agency in developing any documents, reports, working papers, evaluations, schedules, or instruments necessary to fulfill the requirements of the procurement.

I further agree that I will regard any such information as confidential and that I will not disclose, reveal, communicate, impart or divulge the information or any summary or synopsis of the information in any manner or any form whatsoever, except under the following circumstances:

- When authorized in writing by an HHSC or HHS employee associated with the respective proposed procurement;
- When required by court order, subpoena, or ruling of the Attorney General;
- When advised by HHSC Legal Counsel that disclosure is required by law or legal process;
- When the information has previously been released to the general public by HHSC or an HHS agency regarding the respective proposed procurement -provided such release was not inadvertent or unintentional; and
- When required, to brief or inform a superior provided the superior is informed of and agrees to the limitations on further disclosure contained in this statement.

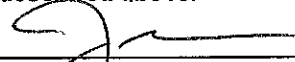
In the event I receive a request for information relating to the proposed procurement either during or after the performance of this resulting contract, I agree to do the following:

- Notify HHSC or HHS agency employee associated with the respective proposed procurement as soon as practical following receipt of the request; and
- Seek advice from appropriate legal counsel regarding my ability to disclose the information.

The aforementioned statements supersede any other on-disclosure statement related to the proposed procurement. Any prior authorizations relating to access to information related to the proposed procurement are withdrawn.

In addition, I agree to notify the HHSC or HHS agency employee associated with the respective proposed procurement immediately if I learn or have reason to believe that any information covered by this Procurement Integrity and Nondisclosure Statement has been disclosed, intentionally or unintentionally, by any person.

By signing this statement, I acknowledge that I understand and agree to adhere to the limitations on disclosure described above.



Signature
John McNamara, Executive Director

12/23/15

Date

Printed Name

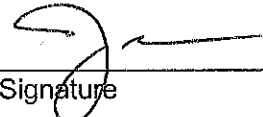
Required Certifications

Instructions: This form must be submitted as an attachment to the respondent's proposal, and must be signed in ink by an individual who is authorized to bind the respondent.

By submitting a proposal, the respondent agrees and certifies the following.

1. The respondent accepts the RFP terms and conditions, including HHSC's Uniform Contract Terms and Conditions, and other RFP requirements unless specifically noted on the Respondent Information and Disclosure Form. HHSC reserves the right to reject any or all of the respondent's proposed exceptions.
2. The respondent's proposal will remain a firm and binding offer for 240 days from the date the proposal is due.
3. The respondent guarantees that the proposal complies with all RFP requirements, at the costs outlined in the proposal. The respondent further guarantees that the terms specified in the proposal will remain firm and binding through the contract termination date, unless the parties agree to modify such terms in the contract.
4. HHSC will have the right to use, produce and distribute copies of, and disclose all or part of the proposal to HHSC's employees, agents, and contractors and other governmental entities as HHSC deems necessary to complete the procurement process or comply with state or federal laws.
5. Neither the respondent nor any firm, corporation, partnership, or institution represented by the respondent, nor anyone acting for such firm, corporation, partnership or institution has: (1) violated the antitrust laws of the State of Texas under TEX. BUS. & COM. CODE, Chapter 15, or federal antitrust laws, or (2) communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process.
6. All prices proposed by the respondent have been arrived at independently. The respondent has not, for the purpose of restricting competition, consulted, communicated with, and/or made any agreements with or inducements to any other respondent relating to:
 - the intention to submit a proposal;
 - the methods or factors used to calculate the prices proposed; or
 - the respondent's proposal.
7. On behalf of itself, any parent or subordinate organization and all proposed subcontractors, the respondent accepts as lawful and binding, without reservation or limitation:
 - the RFP's submission requirements and specifications, including all RFP appendices and addenda, except as noted in the Respondent Information and Disclosure Form;
 - HHSC's procurement rules, procedures, and processes;
 - HHSC's use of the evaluation methodology and process described in RFP Section 5;
 - HHSC's sole, unrestricted right to reject any or all proposals, or parts thereof, submitted in response to the RFP;
 - the substantive, professional, legal, procedural, and technical propriety of the RFP Scope of Work.
8. The respondent generally releases from liability and waives all claims against any party providing information about the respondent at HHSC's request.
9. Prior to assigning any personnel to perform any part of its obligation under the contract, the respondent agrees that it will require its personnel and subcontractor personnel to execute individual confidentiality agreements, which upon execution will become part of the contract.

10. The respondent does not have personal or business interests that present a conflict of interest with respect to the RFP and resulting contract, and if applicable, the respondent has identified any potential conflicts of interest in its proposal.
11. The respondent has complied with all State of Texas and federal laws and regulations relating to the hiring of former state employees, and has disclosed all past state employment in its proposal.
12. The respondent has identified all parts of its proposal that it believes are excepted from disclosure under the Texas Public Information Act, and provided an explanation of why it believes the exceptions apply, in the Respondent Information and Disclosure.
13. Under Section 2155.004, Texas Government Code, the respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
14. Under Section 2155.006, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
15. Under Texas Family Code Section 231.006, relating to child support obligations, the respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.
16. The respondent will adhere to, and require its subcontractors to adhere to, Executive Order 13224, "Terrorist Financing – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," effective September 24, 2004, as amended.
17. Respondent has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
18. The respondent acknowledges all addenda and amendments to the RFP.



Signature
John McNamara

Printed Name
Executive Director,
Texas Pregnancy Care Network

Title
12/23/15

Date

Respondent Information and Disclosures

Instructions: This form must be submitted as an attachment to the respondent's proposal.

Part 1: General Respondent Information.

1. Organization's Legal Name: Texas Pregnancy Care Network
2. Doing Business As: Texas Pregnancy Care Network
3. Physical Address: 1101 South Capital of Texas Highway, Building K, Suite 250, Austin, TX, 78746
4. Mailing Address: 1101 South Capital of Texas Highway, Building K, Suite 250, Austin, TX, 78746
5. Taxpayer Identification Number: 760802397
6. Legal Status (check one):
☐ For-profit Entity ☒ Non-profit Entity
☐ Governmental Entity
7. Business Structure (check one): ☒ Corporation ☐ Limited (Liability) Company
☐ Partnership ☐ Limited (Liability) Partnership
☐ Joint Venture ☐ Sole Proprietorship
☐ Other (specify): _____
8. State of Incorporation, If Applicable: Texas
9. Name of Parent Entity, If Applicable: NA
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Part 2: Respondent Contact Information.

- | | |
|---|--|
| <p>1. Person Who Will Sign the Contract:</p> <p>Name: <u>John McNamara</u></p> <p>Title: <u>Executive Director</u></p> <p>Mailing Address: <u>1101 South Capital of Texas Highway, Building K, Suite 250, Austin, TX, 78746</u></p> <p>Telephone: <u>512-637-7011</u></p> <p>Fax: <u>512-637-7012</u></p> <p>E-mail: <u>john@texaspregnancy.org</u></p> | <p>2. Primary Contact for Proposal Questions:</p> <p>Name: <u>John McNamara</u></p> <p>Title: <u>Executive Director</u></p> <p>Mailing Address: <u>1101 South Capital of Texas Highway, Building K, Suite 250, Austin, TX, 78746</u></p> <p>Telephone: <u>512-637-7011</u></p> <p>Fax: <u>512-637-7012</u></p> <p>E-mail: <u>john@texaspregnancy.org</u></p> |
|---|--|

Part 3: Subcontractor Information. *Provide the following information for each proposed subcontractor. Attach additional pages if necessary.*

1. Organization's Legal Name: See attached
2. Doing Business As: See attached
3. Physical Address: See attached

4. Mailing Address: <u>See attached</u>	
5. Taxpayer Identification Number: <u>See attached</u>	
6. Legal Status (check one): See attached	<input type="checkbox"/> For-profit Entity <input type="checkbox"/> Governmental Entity <input type="checkbox"/> Non-profit Entity
7. Business Structure (check one): See attached	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Limited (Liability) Company <input type="checkbox"/> Limited (Liability) Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify): _____
8. State of Incorporation, If Applicable: <u>See attached</u>	
9. Name of Parent Entity, If Applicable: <u>See attached</u>	
10. HUB Status (check one): See attached	<input type="checkbox"/> State of Texas Certified Entity <input type="checkbox"/> Non-HUB Entity
Have you attached additional pages for Part 3? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.	
1. Name of former state employee: <u>Texas Pregnancy Care Network is unaware of any personnel who have worked for HHSC or any other health and human services agency in the past two years.</u>	
2. Job title at termination of state employment: <u>N/A</u>	
3. Date of termination of state employment: <u>N/A</u>	
4. Annual rate of compensation at termination: <u>N/A</u>	
5. Description of job responsibilities while state employee: <u>N/A</u>	
_____ _____ _____	
6. If the former state employee worked on matters relating to the RFP, describe those matters:	
<u>N/A</u>	
_____ _____ _____ _____ _____	
Have you attached additional pages for Part 4? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Part 5: Conflicts of Interest. *Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.*

N/A

Have you attached additional pages for Part 5? ☐ Yes ☒ No

Part 6: Litigation. *Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.*

Respondent has not been involved in any pending, resolved, or completed litigation, mediation, arbitration or other alternative dispute resolution procedure within the past 36 months. The only such matter

Respondent is aware of involving its subcontractors is:

Austin Lifecare, Inc. (TPCN Provider), Roman Catholic Diocese of Austin, Catholic Charities of Central Texas (TPCN Provider), Austin Pregnancy Resource Center, and South Austin Pregnancy Resource Center. Plaintiffs versus City of Austin, Defendant, Case # A-11-CA-875-LY, in US District Court for the Western District of Texas. Plaintiffs sued Defendant because of a city ordinance that required them to post signs stating they do not provide medical services. The judge ruled in favor of the Plaintiffs, stating that the city ordinance is unconstitutionally vague and violates Plaintiffs' guarantee of due process.

Have you attached additional pages for Part 6? ☐ Yes ☒ No

Part 7: Exceptions or Reservations to the RFP. List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.

Any BriteWorks materials that belong to TruthWorks shall remain the exclusive property of TruthWorks and shall not be deemed a "Deliverable" under the Agreement. BriteWorks PS includes the following copyrighted and proprietary materials: all software, documents, forms, checklists, staff training materials, Service Provider program manuals, billing systems, procedures, reports, accounting manuals, and program management tools used to administer a statewide Alternative to Abortion Services Program. BriteWorks PS is specifically exempt from sections 3.7 of the TX HHSC RFP No. 529-16-0004, as well as section 16.04 of the Uniform Terms and Conditions, if applicable.

Have you attached additional pages for Part 7? ☐ Yes ☒ No

Part 8: Texas Public Information Act (PIA): Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.

1. Proposal Section: N/A
2. PIA Exception*: N/A
3. Explanation of Why the Exception Applies: N/A
- _____
- _____
- _____
- _____

* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☒ No

Organization's Legal Name	Doing Business As	Physical Address	Mailing Address
A Woman's Haven	A Woman's Haven	8647 Wurzbach Road, Suite C, San Antonio, Texas 78240	8647 Wurzbach Road, Suite C, San Antonio, Texas 78240
A Woman's Heart A Child's Life Pregnancy Resource Center	Raffa Clinic	2612 Jordan Street, Greenville, Texas 75401	P.O. Box 9325, Greenville, Texas 75404
Agape Pregnancy Help Center	Life Choices Medical Clinic	3234 Northwestern, San Antonio, Texas 78238	3234 Northwestern, San Antonio, Texas 78238
Annunciation Maternity Home	Annunciation Maternity Home	3610 Shell Road, Georgetown, Texas 78628	3610 Shell Road, Georgetown, Texas 78628
APM Outreach	Anchor Point	103 Davis Road #B, League City, Texas 77573	103 Davis Road #B, League City, Texas 77573
Arlington Pregnancy Centers, Inc.	Arlington Mansfield Pregnancy Centers	2810 Northwest Green Oaks Boulevard, Arlington, Texas 76012	2810 NW Green Oaks Boulevard, Arlington, Texas 76012
Austin LifeCare	Austin LifeCare	1215 West Anderson Lane, Austin, Texas 78757	1215 West Anderson Lane, Austin, Texas 78757
Care Net Pregnancy Center of Central Texas	Care Net Pregnancy Center of Central Texas	1818 Columbus Avenue, Waco, Texas 76701	1818 Columbus Avenue, Waco, Texas 76701
Catholic Charities of Central Texas	Catholic Charities of Central Texas	1625 Rutherford Lane, Building A, Austin, Texas 78754	1625 Rutherford Lane, Building A, Austin, Texas 78754
Catholic Charities of Dallas, Inc.	Catholic Charities of Dallas, Inc.	9461 LBJ Freeway, Suite 110, Dallas, Texas 75243	9461 LBJ Freeway, Suite 110, Dallas, Texas 75243
Catholic Charities of the Archdiocese of Galveston-Houston	Catholic Charities of the Archdiocese of Galveston-Houston	2900 Louisiana, Houston, Texas 77006	2900 Louisiana, Houston, Texas 77006
Catholic Charities of Rio Grande Valley	Catholic Charities of Rio Grande Valley	700 North Virgen de San Juan, San Juan, Texas 78589	P. O. Box 1306, San Juan, TX 78589
Catholic Charities of San Antonio	Catholic Charities of San Antonio	2102 Buena Vista, San Antonio, Texas 78207	2102 Buena Vista, San Antonio, Texas 78207
Catholic Crisis Pregnancy Centers of Dallas	BirthChoice of Dallas	8610 Greenville Avenue, Suite 200, Dallas, Texas 75243	8610 Greenville Avenue, Suite 200, Dallas, Texas 75243
Children & Family Institute	Children & Family Institute	5787 South Hampton, Suite 360, Dallas, Texas 75232	5787 South Hampton, Suite 360, Dallas, Texas 75232
Children's Connections Inc.	Children's Connections Inc.	2514 82nd Street, Suite G, Lubbock, Texas 79423	2514 82nd Street, Suite G, Lubbock, Texas 79423
Corpus Christi Hope House	Corpus Christi Hope House	658 Robinson Street, Corpus Christi, Texas 78404	658 Robinson Street, Corpus Christi, Texas 78404
Eastland County Open Door	Eastland County Open Door	1906 Highway 206, Cisco, Texas 76437	P.O. Box 192, Cisco, Texas 76437
Expectant Heart Pregnancy Resource Center	Expectant Heart Pregnancy Resource Center	3 Rockwall Drive, Longview, Texas 75604	P.O. Box 1084, Longview, Texas 75606
Family Care Connection	Family Care Connection	6969 Pastor Bailey Drive, Suite 140, Dallas, Texas 75237	6969 Pastor Bailey Drive, Suite 140, Dallas, Texas 75237
First Choice Pregnancy Resource Center	First Choice Pregnancy Resource Center	602 Main Street, Texarkana, Texas 75501	602 Main Street, Texarkana, Texas 75501
Gift of Life Pregnancy Center	Gift of Life Pregnancy Center	4035 Boca Chica, Suite 1, Brownsville, Texas 78521	4035 Boca Chica, Suite 1, Brownsville, Texas 78521
Gladney Center for Adoption	Gladney Center for Adoption	6300 John Ryan Drive, Fort Worth, Texas 76132	6300 John Ryan Drive, Fort Worth, Texas 76132
Hope Cottage	Hope Cottage	2705 Swiss Avenue, Dallas, Texas 75204	P.O. Box 140459, Dallas, Texas 75214
Houston Pregnancy Help Center	Fifth Ward Pregnancy Help Center	3636 San Jacinto, Houston, Texas 77004	3636 San Jacinto, Houston, Texas 77004
Involved For Life	Involved For Life	525 North Ervay Street, Dallas, Texas 75201	525 North Ervay Street, Dallas, Texas 75201

Organization's Legal Name	Doing Business As	Physical Address	Mailing Address
Living Alternatives of Jacksonville	Living Alternatives of Jacksonville	805-A South Jackson, Jacksonville, Texas 75766	PO Box 8225, Jacksonville 75766
Living Alternatives of Palestine	Living Alternatives of Palestine	4002 South Loop 256, Suite B, Palestine, Texas 75801	4002 South Loop 256, Suite B, Palestine, Texas 75801
Low Birth Weight Development Center	Low Birth Weight Development Center	345 Calumet, Dallas, Texas 75211	345 Calumet, Dallas, Texas 75211
Our Lady of the Angels Maternity Shelter	Our Lady of the Angels Maternity Shelter	613 South 9th Street, Temple, Texas 76504	613 South 9th Street, Temple, Texas 76504
Paris Pregnancy Care Center	Paris Pregnancy Care Center	500 East Houston, Paris, Texas 75460	500 East Houston, Paris, Texas 75460
Permian Basin Women's Resource Center	The Life Center	2101 West Wall Street, Midland, Texas 79701	2101 West Wall Street, Midland, Texas 79701
Pregnancy Help Center of Lufkin	Pregnancy Help Center of Lufkin	401 Gaslight, Lufkin, Texas 75904	401 Gaslight, Lufkin, Texas 75904
Pregnancy Help Center of Williamson County	Pregnancy Help Center of Williamson County	508 FM 1460, Georgetown, Texas 78626	508 FM 1460, Georgetown, Texas 78626
Pregnancy Resources of Abilene	Pregnancy Resources of Abilene	2110 North Willis, Abilene, Texas 79603	2110 North Willis, Abilene, Texas 79603
St. John Paul II Life Center	St. John Paul II Life Center	1600 West 38th Street, Suite 110, Austin, Texas 78731	1600 West 38th Street, Suite 110, Austin, Texas 78731
San Antonio Birth Doulas	San Antonio Birth Doulas	Wonderland of the Americas, 4522 Fredericksburg Road, Space A-47, Balcones Heights, Texas 78201	Wonderland of the Americas, 4522 Fredericksburg Road, Space A-47, Balcones Heights, Texas 78201
Seton Home	Seton Home	1115 Mission Road, San Antonio, Texas 78210	1115 Mission Road, San Antonio, Texas 78210
The Source for Women	The Source for Women	6009 Richmond Avenue, Suite 130, Houston, Texas 77057	6009 Richmond Avenue, Suite 130, Houston, Texas 77057
The Way, The Truth, The Life Outreach	Waller Pregnancy Care Center	1018 Saunders Street, Waller, Texas 77484	P.O. Box 49, Waller, Texas 77484
Whitby Road Alliance, Inc.	Providence Place	6487 Whitby Road, San Antonio, Texas 78240	6487 Whitby Road, San Antonio, Texas 78240
WRC Pregnancy Center of Ellis County	First Look	1204 Ferris Avenue, Suite E, Waxahachie, Texas 75165	1204 Ferris Avenue, Suite E, Waxahachie, Texas 75165

Organization's Legal Name	Taxpayer Identification	Legal Status	Business Structure	State of Incorporation	Name of Parent Entity	HUB Status
A Woman's Haven	23-7311015	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
A Woman's Heart A Child's Life Pregnancy Resource Center	22-3859508	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
Agape Pregnancy Help Center	74-2809910	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
Annunciation Maternity Home	74-2936497	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
APM Outreach	27-3828680	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
Arlington Pregnancy Centers, Inc.	75-1987614	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
Austin LifeCare	74-2333473	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
Care Net Pregnancy Center of Central	74-2345781	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
Catholic Charities of Central Texas	74-2928450	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
Catholic Charities of Dallas, Inc.	53-0196617	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
Catholic Charities of the Archdiocese of Galveston-Houston	74-1109733	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
Catholic Charities of Rio Grande Valley	68-0599307	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
Catholic Charities of San Antonio	74-1109743	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
Catholic Crisis Pregnancy Centers of Dallas	26-4478516	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
Children & Family Institute	75-2473636	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
Children's Connections Inc.	75-2164325	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
Corpus Christi Hope House	74-2480299	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
Eastland County Open Door	26-1551160	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
Expectant Heart Pregnancy Resource	45-3840872	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
Family Care Connection	20-1211618	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
First Choice Pregnancy Resource	71-0494180	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
Gift of Life Pregnancy Center	46-2992932	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
Gladney Center for Adoption	75-0917409	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
Hope Cottage	75-0800652	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
Houston Pregnancy Help Center	41-2110179	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
Involved For Life	25-1902817	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
Living Alternatives of Jacksonville	75-2408617	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
Living Alternatives of Palestine	75-2818330	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
Low Birth Weight Development Center	75-6142039	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
Our Lady of the Angels Maternity	74-2841007	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
Paris Pregnancy Care Center	75-2920392	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
Permian Basin Women's Resource	75-1663590	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
Pregnancy Help Center of Lufkin	75-2039775	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
Pregnancy Help Center of Williamson	74-2844141	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
Pregnancy Resources of Abilene	75-1893072	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
St. John Paul II Life Center	20-8785471	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
San Antonio Birth Doulas	74-2927896	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
Seton Home	74-2247996	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
The Source for Women	76-0025661	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
The Way, The Truth, The Life Outreach	84-1639778	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
Whitby Road Alliance, Inc.	74-1168923	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity
WRC Pregnancy Center of Ellis County	75-2693218	Non-profit Entity	Corporation	Texas	NA	Non-HUB Entity

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

ANTI-TRUST CERTIFICATION

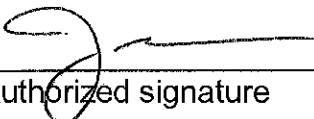
STATE OF TEXAS

COUNTY OF TRAVIS

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

- a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
- b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.



Authorized signature

Texas Pregnancy Care Network

Name of Contractor/Vendor

12/23/15

Date

John McNamara

Printed Name of Individual

Executive Director

Title of Individual



HHS Enterprise Data Use Agreement
Attachment 2
SECURITY AND PRIVACY INITIAL INQUIRY (SPI)

PLEASE NOTE: For any "No" answers to questions in Section B and Section C, Applicant/Bidder must correct the issue(s) during contract negotiations if the Applicant/Bidder is invited to participate, in order to complete the application or bidding process.

SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

1. Entity or Applicant/Bidder Legal Name	Legal Name: TEXAS PREGNANCY CARE NETWORK Address: 1101 S CAPITAL OF TEXAS HWY STE K-250 City: AUSTIN State: TX ZIP: 78746 Main Telephone #: 512-637-7011 Website: www.texaspregnancy.org
2. Number of Employees, at all locations, in Applicant Bidder's Workforce "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	Total Employees: 9
3. Number of Subcontractors (if Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors: 42
4. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder (Privacy and Security Official may be the same person.)	A. Security Official: Name: JOHN MCNAMARA Address: 1101 S CAPITAL OF TEXAS HWY STE K-250 City: AUSTIN State: TX ZIP: 78746 Telephone #: 512-637-7011 Email Address: john@texaspregnancy.org B. Privacy Official: Name: JOHN MCNAMARA Address: 1101 S CAPITAL OF TEXAS HWY STE K-250 City: AUSTIN State: TX ZIP: 78746 Telephone #: 512-637-7011 Email Address: john@texaspregnancy.org

5. Number of Storage Devices for HHS Confidential Information (as defined in the HHS Data Use Agreement (DUA)) Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.	Total # (Sum a-d) 13
a. Devices. Number of personal user computers, devices or drives, including mobile devices and mobile drives.	10
b. Servers. Number of Servers that are not in a data center or using Cloud Services.	2
c. Cloud Services. Number of Cloud Services in use.	1
d. Data Centers. Number of Data Centers in use.	0
6. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year:	Select Option
a. 499 individuals or less b. 500 to 999 individuals c. 1,000 to 99,999 individuals d. 100,000 individuals or more	<input type="radio"/> a. <input checked="" type="radio"/> b. <input type="radio"/> c. <input type="radio"/> d.
7. HIPAA Business Associate Agreement	Yes or No
a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered HHS agency for a HIPAA-covered function?	<input type="radio"/> Yes <input checked="" type="radio"/> No
b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "No" if not applicable, such as for agencies not covered by HIPAA.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
8. Subcontractors. If the Applicant/Bidder responded "0" to Question 3 (indicating no subcontractors), check "No" for both 'a.' and 'b.' to indicate "N/A."	Yes or No
a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?	<input type="radio"/> Yes <input checked="" type="radio"/> No
b. Will Applicant/Bidder obtain written approval from an HHS agency before entering into any agreements with subcontractors to handle HHS Confidential Information on behalf of Applicant/Bidder?	<input checked="" type="radio"/> Yes <input type="radio"/> No
9. Does Applicant/Bidder have any Optional Insurance currently in place? Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.	<input type="radio"/> Yes <input checked="" type="radio"/> No

Section B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)

1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	Yes or No
a. Identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
b. Require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential Information on behalf of an HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
c. Limit use or disclosure of HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	<input checked="" type="radio"/> Yes <input type="radio"/> No
d. Respond to an actual or suspected breach of HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three): i. Immediate breach notification to the HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose HHS Confidential Information has been breached, as directed by the HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
e. Conduct annual workforce training and monitoring for and correction of any training delinquencies?	<input checked="" type="radio"/> Yes <input type="radio"/> No
f. Permit or deny individual rights of access, and amendment or correction, when appropriate?	<input checked="" type="radio"/> Yes <input type="radio"/> No
g. Permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by an HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
h. Establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?	<input checked="" type="radio"/> Yes <input type="radio"/> No
i. Require updates to policies, procedures and plans following major changes with use or disclosure of HHS Confidential Information within 60 days of identification of a need for update?	<input checked="" type="radio"/> Yes <input type="radio"/> No
j. Restrict permissions or attempts to re-identify or further identify de-identified HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the HHS Confidential Information, except for an Authorized Purpose, without express written authorization from an HHS agency or as expressly permitted by the Base Contract?	<input checked="" type="radio"/> Yes <input type="radio"/> No
k. Prohibit offshoring, or the use, disclosure, creation, maintenance or transmission of HHS Confidential Information outside of the United States of America, without express written permission from the HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No

l. Require cooperation with HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?	<input checked="" type="radio"/> Yes <input type="radio"/> No
m. Require appropriate standards and methods to destroy or dispose of HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
n. Prohibit Applicant/Bidder's work product done on behalf of HHS pursuant to the DUA, or to publish HHS Confidential Information without express prior approval of the HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling HHS Confidential Information, (2) a requirement to complete training before access is given to HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.	<input checked="" type="radio"/> Yes <input type="radio"/> No
3. Does Applicant/Bidder have Privacy Safeguards to protect HHS Confidential Information in oral, paper and/or electronic form? "Privacy Safeguards" means protection of HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.	<input checked="" type="radio"/> Yes <input type="radio"/> No
4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to HHS Confidential Information, whether oral, written or electronic?	<input checked="" type="radio"/> Yes <input type="radio"/> No
5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle HHS Confidential Information from the list of Authorized Users?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Section C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)	
This section is about your electronic system. If your business DOES NOT store, access, or transmit HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.	No Electronic Systems <input type="checkbox"/>
1. Does Applicant/Bidder ensure there are not any offshore (outside of the United States) services that access, create, disclose, receive, transmit or maintain HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?	<input checked="" type="radio"/> Yes <input type="radio"/> No

3. Does Applicant/Bidder monitor and manage access to HHS Confidential Information (i.e., access is limited to Authorized Users, formal processes exist for granting access and validating need for remote access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
4. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain HHS Confidential Information have a unique user name (account) and private password?	<input checked="" type="radio"/> Yes <input type="radio"/> No
5. Does Applicant/Bidder have a system for changing default passwords, requiring user password changes at least every 90 days, and prohibiting the creation of weak passwords for all computer systems that access or store HHS Confidential Information (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
7. Does Applicant/Bidder secure, manage and encrypt remote access to computer systems containing HHS Confidential Information, including wireless access, (i.e., access is limited to Authorized Users, a formal process exists for granting access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information, etc.)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
10. Does Applicant/Bidder use encryption products to protect HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WiFi, etc.) or that is stored on a computer system that is physically or electronically accessible to the public? (FIPS 140-2 encryption * preferred.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
11. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?	<input checked="" type="radio"/> Yes <input type="radio"/> No
12. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?	<input checked="" type="radio"/> Yes <input type="radio"/> No
13. Does Applicant/Bidder store HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can Applicant/Bidder produce evidence of the encryption, such as, a screen shot or a system report? (FIPS 140-2 encryption * preferred.)	<input checked="" type="radio"/> Yes <input type="radio"/> No

* For more information regarding FIPS 140-2 encryption products, refer to:
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm>

14. Does Applicant/Bidder prohibit the storage or creation of HHS Confidential Information on free Cloud Services or social media sites, unless there is an HHS-approved subcontractor agreement including an encryption-at-rest requirement with the service or site?	<input checked="" type="radio"/> Yes <input type="radio"/> No
15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information contain up-to-date anti-malware and antivirus protection?	<input checked="" type="radio"/> Yes <input type="radio"/> No
17. Does the Applicant/Bidder review system security logs on computing systems that access or store HHS Confidential Information for abnormal activity or security concerns on a regular basis?	<input checked="" type="radio"/> Yes <input type="radio"/> No
18. Notwithstanding records retention requirements, do Applicant/Bidder's disposal processes for HHS Confidential Information ensure that HHS Confidential Information is destroyed so that it is unreadable or undecipherable?	<input checked="" type="radio"/> Yes <input type="radio"/> No



Part 4

Attachment C, Proposal Response Checklist



Attachment C - Proposal Response Checklist

RFP #529-16-0004

Alternatives to Abortion

Respondent must complete Table 1. Answer each question and clearly identify location of form, attachment, or information requested within your response packet. Items 1-8 can be found at:
www.hhsc.state.tx.us

Business Information – Contracting Opportunities – [Required Forms for HHSC Procurements](#).
The “Form Name” in the table is also a hyperlink to the required form on the HHSC website.

Table 1 - HHSC Required Forms

Table 1 – HHSC Procurement Required Forms				
Item Number	Form Name	Form Provided		Location of Document In Your Response Packet
1.	Child Support Certification	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Business Proposal, Part 3, Form 1
2.	Certification - Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Business Proposal, Part 3, Form 2
3.	Certification - Regarding Federal Lobbying	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Business Proposal, Part 3, Form 3
4.	Nondisclosure and Procurement Integrity Statement	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Business Proposal, Part 3, Form 4
5.	Required Certifications	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Business Proposal, Part 3, Form 5
6.	Respondent Information and Disclosures	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Business Proposal, Part 3, Form 6
7.	Anti-Trust Certification	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Business Proposal, Part 3, Form 7
8.	HHS Enterprise Data Use Agreement - Information Security and Privacy Initial Inquiry (SPI)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Business Proposal, Part 3, Form 8

Table 2 - Required Response Items

Respondent must complete Table 2. Answer each question and clearly identify location of the required response item or information referenced within your response packet.

Table 2 – Required Response Items



Item Number	Document Name	Document Provided		Location of Document In Your Response Packet
9.	Attachment A, Business Proposal Response Template	<input checked="" type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Business Proposal, Part 1
10.	Attachment B, Cost Proposal <ul style="list-style-type: none"> Budget Excel Spreadsheets and Budget Narrative for six (6) month period March 1, 2016 – Aug 31, 2016. 	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Cost Proposal, Part 1, Mar 1, 2016 – Aug 31, 2016
11.	Attachment B, Cost Proposal <ul style="list-style-type: none"> Budget Excel Spreadsheets and Budget Narrative for twelve (12) month period Sept 1, 2016 – Aug 31, 2017. 	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Cost Proposal, Part 1, Sep 1, 2016 – Aug 31, 2017
12.	Attachment C Proposal Response Checklist	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Business Proposal, Part 4
13.	Appendix I-A Business References	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Business Proposal, Part 2, Appendix 1-A
14.	Appendix I-B Project Staff Resumes	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Business Proposal, Part 2, Appendix 1-B
15.	Appendix I-C Project Staff References	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Business Proposal, Part 2, Appendix 1-C
16.	Appendix I-D Board Members	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Business Proposal, Part 2, Appendix 1-D
17.	Appendix I-E Organizational Chart	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Business Proposal, Part 2, Appendix 1-E
18.	Appendix I-F Project Organizational Chart	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Business Proposal, Part 2, Appendix 1-F
19.	Appendix II: Financial Capacity Information As identified in RFP §3.15.1.2. #4, Financial Capacity	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Cost Proposal, Part 2
20.	Appendix II-A: Internal Control Questionnaire (ICQ)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Cost Proposal, Part 3



Table 2 – Required Response Items

Item Number	Document Name	Document Provided		Location of Document In Your Response Packet
21.	Appendix III: Corporate Guarantee If required , reference RFP §3.15.1.2. #5, Corporate Guarantee for instructions	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	N/A



**HHS Enterprise Data Use Agreement
Attachment 2
SECURITY AND PRIVACY INITIAL INQUIRY (SPI)**

PLEASE NOTE: For any "No" answers to questions in Section B and Section C, Applicant/Bidder must correct the issue(s) during contract negotiations if the Applicant/Bidder is invited to participate, in order to complete the application or bidding process.

SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

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2. Number of Employees, at all locations, in Applicant Bidder's Workforce "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	Total Employees: 9
3. Number of Subcontractors (if Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors: 42
4. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder (Privacy and Security Official may be the same person.)	<div style="border-bottom: 1px solid black; padding-bottom: 5px;"> A. Security Official: Name: JOHN MCNAMARA Address: 1101 S CAPITAL OF TEXAS HWY STE K-250 City: AUSTIN State: TX ZIP: 78746 Telephone #: 512-637-7011 Email Address: john@texaspregnancy.org </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> B. Privacy Official: Name: JOHN MCNAMARA Address: 1101 S CAPITAL OF TEXAS HWY STE K-250 City: AUSTIN State: TX ZIP: 78746 Telephone #: 512-637-7011 Email Address: john@texaspregnancy.org </div>

5. Number of Storage Devices for HHS Confidential Information (as defined in the HHS Data Use Agreement (DUA)) Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.	Total # (Sum a-d) 13
a. Devices. Number of personal user computers, devices or drives, including mobile devices and mobile drives.	10
b. Servers. Number of Servers that are not in a data center or using Cloud Services.	2
c. Cloud Services. Number of Cloud Services in use.	1
d. Data Centers. Number of Data Centers in use.	0
6. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year:	Select Option
a. 499 individuals or less b. 500 to 999 individuals c. 1,000 to 99,999 individuals d. 100,000 individuals or more	<input type="radio"/> a. <input checked="" type="radio"/> b. <input type="radio"/> c. <input type="radio"/> d.
7. HIPAA Business Associate Agreement	Yes or No
a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered HHS agency for a HIPAA-covered function?	<input type="radio"/> Yes <input checked="" type="radio"/> No
b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "No" if not applicable, such as for agencies not covered by HIPAA.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
8. Subcontractors. If the Applicant/Bidder responded "0" to Question 3 (indicating no subcontractors), check "No" for both 'a.' and 'b.' to indicate "N/A."	Yes or No
a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?	<input type="radio"/> Yes <input checked="" type="radio"/> No
b. Will Applicant/Bidder obtain written approval from an HHS agency before entering into any agreements with subcontractors to handle HHS Confidential Information on behalf of Applicant/Bidder?	<input checked="" type="radio"/> Yes <input type="radio"/> No
9. Does Applicant/Bidder have any Optional Insurance currently in place? Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.	<input type="radio"/> Yes <input checked="" type="radio"/> No

Section B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)

1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	Yes or No
a. Identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
b. Require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential Information on behalf of an HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
c. Limit use or disclosure of HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	<input checked="" type="radio"/> Yes <input type="radio"/> No
d. Respond to an actual or suspected breach of HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three): i. Immediate breach notification to the HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose HHS Confidential Information has been breached, as directed by the HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
e. Conduct annual workforce training and monitoring for and correction of any training delinquencies?	<input checked="" type="radio"/> Yes <input type="radio"/> No
f. Permit or deny individual rights of access, and amendment or correction, when appropriate?	<input checked="" type="radio"/> Yes <input type="radio"/> No
g. Permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by an HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
h. Establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?	<input checked="" type="radio"/> Yes <input type="radio"/> No
i. Require updates to policies, procedures and plans following major changes with use or disclosure of HHS Confidential Information within 60 days of identification of a need for update?	<input checked="" type="radio"/> Yes <input type="radio"/> No
j. Restrict permissions or attempts to re-identify or further identify de-identified HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the HHS Confidential Information, except for an Authorized Purpose, without express written authorization from an HHS agency or as expressly permitted by the Base Contract?	<input checked="" type="radio"/> Yes <input type="radio"/> No
k. Prohibit offshoring, or the use, disclosure, creation, maintenance or transmission of HHS Confidential Information outside of the United States of America, without express written permission from the HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No

l. Require cooperation with HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?	<input checked="" type="radio"/> Yes <input type="radio"/> No
m. Require appropriate standards and methods to destroy or dispose of HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
n. Prohibit Applicant/Bidder's work product done on behalf of HHS pursuant to the DUA, or to publish HHS Confidential Information without express prior approval of the HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling HHS Confidential Information, (2) a requirement to complete training before access is given to HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.	<input checked="" type="radio"/> Yes <input type="radio"/> No
3. Does Applicant/Bidder have Privacy Safeguards to protect HHS Confidential Information in oral, paper and/or electronic form? "Privacy Safeguards" means protection of HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.	<input checked="" type="radio"/> Yes <input type="radio"/> No
4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to HHS Confidential Information, whether oral, written or electronic?	<input checked="" type="radio"/> Yes <input type="radio"/> No
5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle HHS Confidential Information from the list of Authorized Users?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Section C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)	
This section is about your electronic system. If your business DOES NOT store, access, or transmit HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.	No Electronic Systems <input type="checkbox"/>
1. Does Applicant/Bidder ensure there are not any offshore (outside of the United States) services that access, create, disclose, receive, transmit or maintain HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?	<input checked="" type="radio"/> Yes <input type="radio"/> No

3. Does Applicant/Bidder monitor and manage access to HHS Confidential Information (i.e., access is limited to Authorized Users, formal processes exist for granting access and validating need for remote access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
4. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain HHS Confidential Information have a unique user name (account) and private password?	<input checked="" type="radio"/> Yes <input type="radio"/> No
5. Does Applicant/Bidder have a system for changing default passwords, requiring user password changes at least every 90 days, and prohibiting the creation of weak passwords for all computer systems that access or store HHS Confidential Information (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
7. Does Applicant/Bidder secure, manage and encrypt remote access to computer systems containing HHS Confidential Information, including wireless access, (i.e., access is limited to Authorized Users, a formal process exists for granting access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information, etc.)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?	<input checked="" type="radio"/> Yes <input type="radio"/> No
10. Does Applicant/Bidder use encryption products to protect HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WiFi, etc.) or that is stored on a computer system that is physically or electronically accessible to the public? (FIPS 140-2 encryption * preferred.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
11. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?	<input checked="" type="radio"/> Yes <input type="radio"/> No
12. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?	<input checked="" type="radio"/> Yes <input type="radio"/> No
13. Does Applicant/Bidder store HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can Applicant/Bidder produce evidence of the encryption, such as, a screen shot or a system report? (FIPS 140-2 encryption * preferred.)	<input checked="" type="radio"/> Yes <input type="radio"/> No

* For more information regarding FIPS 140-2 encryption products, refer to:
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm>

14. Does Applicant/Bidder prohibit the storage or creation of HHS Confidential Information on free Cloud Services or social media sites, unless there is an HHS-approved subcontractor agreement including an encryption-at-rest requirement with the service or site?	<input checked="" type="radio"/> Yes <input type="radio"/> No
15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information contain up-to-date anti-malware and antivirus protection?	<input checked="" type="radio"/> Yes <input type="radio"/> No
17. Does the Applicant/Bidder review system security logs on computing systems that access or store HHS Confidential Information for abnormal activity or security concerns on a regular basis?	<input checked="" type="radio"/> Yes <input type="radio"/> No
18. Notwithstanding records retention requirements, do Applicant/Bidder's disposal processes for HHS Confidential Information ensure that HHS Confidential Information is destroyed so that it is unreadable or undecipherable?	<input checked="" type="radio"/> Yes <input type="radio"/> No

Appendix F, TPCN Cost Proposal



Part Two- Cost Proposal

RFP #529-16-0004

Deadline: 5:00 PM, December 28, 2015
Respondent: Texas Pregnancy Care Network



Cost Proposal Table of Contents

Part 1	Attachment B, Cost Proposal – Budget
	<ul style="list-style-type: none"> ▪ Budget and Narrative for period March 1, 2016 - August 31, 2016 <ul style="list-style-type: none"> ○ Exhibit A- TPCN Budget and Description for March 1, 2016 - August 31, 2016 ▪ Budget and Narrative for period September 1, 2016 - August 31, 2017 <ul style="list-style-type: none"> ○ Exhibit A- TPCN Budget and Description for September 1, 2016 - August 31, 2017
Part 2	Appendix II- Financial Capacity
	<ul style="list-style-type: none"> ▪ Current Financial Statements ▪ Two (2) Years of Audited Financial Reports
Part 3	Appendix II- A, Internal Control Questionnaire (ICQ)



Part 1

Attachment B, Cost Proposal - Budget



Budget and Narrative

March 1, 2016 – August 31, 2016

Alternatives to Abortion
RFP #529-16-0004
Attachment B - Cost Proposal-Budget

Summary

Contractor Texas Pregnancy Care Network

Contract No. RFP# 529-16-0004

Contract Period 03/01/16 - 08/31/16

Cost Category	A Grand Total	B Reimbursable	C Other (Match)
(1A) Personnel - Salaries	357,320.00	357,320.00	0.00
(1B) Personnel - Fringe Benefits	149,085.00	149,085.00	0.00
Subtotal	506,405.00	506,405.00	0.00
(2) Travel	51,000.00	51,000.00	0.00
(3) Equipment (Rent/Lease/Purchase)	2,100.00	2,100.00	0.00
(4) Materials, Supplies	3,000.00	3,000.00	0.00
Subtotal	56,100.00	56,100.00	0.00
(5) Other Costs (list below)	483,421.00	483,421.00	0.00
Rent, Insurance			
Consulting, Auditing			
Educational Material Purchase			
Advertising			
(6) Contractual	3,529,074.00	3,529,074.00	0.00
Provider reimbursements			
Subtotal	4,012,495.00	4,012,495.00	0.00
Total Direct Costs	4,575,000.00	4,575,000.00	
Total Indirect Costs (CAP at 10% Total Direct Costs)	0.00	0.00	0.00
Grand Total	4,575,000.00	4,575,000.00	0.00

Certified by: 

Name: John McNamara

Title: Executive Director

Date: December 28, 2015

**Summary Narrative-Provide a summary narrative justification of the total proposed costs reflected above:
 See attached Cost Proposal Exhibit A, including a detailed description and justification of costs.**

Alternatives to Abortion
RFP #529-16-0004
Attachment B - Cost Proposal-Budget

(1A) Personnel - Salaries

Contractor Texas Pregnancy Care Network

Contract No. RFP# 529-16-0004

Contract Period 03/01/16 - 08/31/16

Position or Title	A #Staff	B Avg. Monthly Salary	C %Time (on contract)	D #Months of Service	E Total AxBxCxD	F Reimbursable	G Other (Match)
Executive Director	1	\$10,250.00	100.00%	6	\$61,500.00	\$61,500.00	\$0.00
Program Director	1	\$6,666.67	100.00%	6	\$40,000.00	\$40,000.00	\$0.00
Accountant	1	\$6,000.00	100.00%	6	\$36,000.00	\$36,000.00	\$0.00
Operations Coordinator	1	\$3,833.33	100.00%	6	\$23,000.00	\$23,000.00	\$0.00
Administrative Assistant	1	\$3,250.00	100.00%	6	\$19,500.00	\$19,500.00	\$0.00
Program Compliance Manager	1	\$4,666.67	100.00%	6	\$28,000.00	\$28,000.00	\$0.00
Program Compliance Manager	1	\$4,666.67	100.00%	6	\$28,000.00	\$28,000.00	\$0.00
Provider Screening Manager	1	\$4,666.67	100.00%	6	\$28,000.00	\$28,000.00	\$0.00
Statewide Quality Control Manager	1	\$4,833.33	100.00%	6	\$29,000.00	\$29,000.00	\$0.00
Program Services Manager	1	\$4,833.33	100.00%	6	\$29,000.00	\$29,000.00	\$0.00
Education Coordinator	1	\$3,750.00	100.00%	6	\$22,500.00	\$22,500.00	\$0.00
Overtime-Administrative Staff					\$300.00	\$300.00	\$0.00
Overtime-Outreach Staff					\$4,320.00	\$4,320.00	\$0.00
Unused Portion of Vacation/Personal hours paid					\$8,200.00	\$8,200.00	\$0.00
Total Salaries					\$357,320.00	\$357,320.00	\$0.00

*For monitoring purposes timesheets and payroll data must be kept on file.

**Costs not allowable if already being paid by other sources.

Personnel-Salaries Narrative-Provide a detailed description and justification of costs:
See attached Cost Proposal Exhibit A, including a detailed description and justification of costs.

Alternatives to Abortion

RFP #529-16-0004

Attachment B - Cost Proposal-Budget

(1B) Personnel - Fringe Benefits

Contractor Texas Pregnancy Care Network

Contract No. RFP# 529-16-0004

Contract Period 03/01/16 - 08/31/16

Type of Fringe Benefits	A Total	B Reimbursable	C Other (Match)
Employer's Portion of Social Security	\$22,100.00	\$22,100.00	\$0.00
Employer's Portion of Medicare	\$5,200.00	\$5,200.00	\$0.00
Unemployment Compensation Insurance	\$2,000.00	\$2,000.00	\$0.00
State Unemployment	\$400.00	\$400.00	\$0.00
Retirement Plan (Simple IRA)	\$10,675.00	\$10,675.00	\$0.00
Health Insurance	\$95,835.00	\$95,835.00	\$0.00
Dental, Short & Long Term Disab, Life Insurance	\$12,875.00	\$12,875.00	\$0.00
Total Fringe Benefits	\$149,085.00	\$149,085.00	\$0.00

*For monitoring purposes payroll data must be kept on file.

****Costs not allowable if already being paid by other sources.**

Personnel-Fringe Benefits Narrative-Provide a detailed description and justification of costs:
See attached Cost Proposal Exhibit A, including a detailed description and justification of costs.

Attachment B - Cost Proposal-Budget

(2) Travel

Contractor Texas Pregnancy Care Network

Contract No. RFP# 529-16-0004

Contract Period 03/01/16 - 08/31/16

Type of Travel Expense (mileage/food/lodging etc.)	A Total	B Reimbursable	C Other (Match)
Air Travel	\$25,500.00	\$25,500.00	\$0.00
Car Mileage	\$5,000.00	\$5,000.00	\$0.00
Ground Transportation	\$7,900.00	\$7,900.00	\$0.00
Lodging	\$9,600.00	\$9,600.00	\$0.00
Meals	\$3,000.00	\$3,000.00	\$0.00
Total Travel	\$51,000.00	\$51,000.00	\$0.00

*For monitoring purposes, receipts and other detailed records must be kept on file.

****Costs not allowable if already being paid by other sources.**

Travel Narrative-Provide a detailed description and justification of costs:

See attached Cost Proposal Exhibit A, including a detailed description and justification of costs.

Alternatives to Abortion
RFP #529-16-0004
Attachment B - Cost Proposal-Budget

(3) Equipment**Contractor** Texas Pregnancy Care Network**Contract No.** RFP# 529-16-0004**Contract Period** 03/01/16 - 08/31/16

Equipment (description and basis of cost)	Method Used (rent/lease/buy)	A Total	B Reimbursable	C Other (Match)
Computers (2)		\$2,000.00	\$2,000.00	\$0.00
Printer		\$100.00	\$100.00	\$0.00
Total Equipment		\$2,100.00	\$2,100.00	\$0.00

*For monitoring purposes, receipts and other detailed records must be kept on file.

**All equipment must be tagged and numbered.

**Costs not allowable if already being paid by other sources.

Equipment Narrative-Provide a detailed description and justification of costs:
See attached Cost Proposal Exhibit A, including a detailed description and justification of costs.

Alternatives to Abortion

RFP #529-16-0004

Attachment B - Cost Proposal-Budget

(4) Materials, Supplies

Contractor Texas Pregnancy Care Network

Contract No. RFP# 529-16-0004

Contract Period 03/01/16 - 08/31/16[illegible]

*For monitoring purposes, receipts and other detailed records must be kept on file.

****Costs not allowable if already being paid by other sources.**

Materials, Supplies Narrative-Provide a detailed description and justification of costs:

See attached Cost Proposal Exhibit A, including a detailed description and justification of costs.

Alternatives to Abortion
RFP #529-16-0004
Attachment B - Cost Proposal-Budget

(5) Other Costs

Contractor Texas Pregnancy Care Network
Contract No. RFP# 529-16-0004
Contract Period 03/01/16 - 08/31/16

Other Costs (description and basis of cost)	A Total	B Reimbursable	C Other (Match)
Rent	\$35,635.00	\$35,635.00	\$0.00
Equipment Service Contracts	\$630.00	\$630.00	\$0.00
Professional Development	\$2,000.00	\$2,000.00	\$0.00
Consulting: IT, Legal, Accounting	\$9,000.00	\$9,000.00	\$0.00
Auditing	\$18,000.00	\$18,000.00	\$0.00
Postage/Shipping	\$375.00	\$375.00	\$0.00
General Liability Insurance	\$1,853.00	\$1,853.00	\$0.00
Directors and Owners Liability Insurance	\$1,853.00	\$1,853.00	\$0.00
Dues and Subscriptions	\$2,800.00	\$2,800.00	\$0.00
Educational Materials for Providers	\$150,000.00	\$150,000.00	\$0.00
Advertising	\$200,000.00	\$200,000.00	\$0.00
Website Hosting & Improvements	\$1,000.00	\$1,000.00	\$0.00
Telecommunications & Internet Expenses	\$3,000.00	\$3,000.00	\$0.00
Community Awareness Costs	\$500.00	\$500.00	\$0.00
Billing System License Fee	\$30,000.00	\$30,000.00	\$0.00
Billing System Data Management Fee	\$6,375.00	\$6,375.00	\$0.00
Billing System Programming	\$15,000.00	\$15,000.00	\$0.00
Training	\$1,000.00	\$1,000.00	\$0.00
Meetings and Seminars	\$1,500.00	\$1,500.00	\$0.00
Printing	\$900.00	\$900.00	\$0.00
Software Purchases/Upgrades	\$2,000.00	\$2,000.00	\$0.00
Total Other Costs	\$483,421.00	\$483,421.00	\$0.00

*For monitoring purposes, receipts and other detailed records must be kept on file.

**Costs not allowable if already being paid by other sources.

Other Costs Narrative-Provide a detailed description and justification of costs:
 See attached Cost Proposal Exhibit A, including a detailed description and justification of costs.

Alternatives to Abortion
RFP #529-16-0004
Attachment B - Cost Proposal-Budget

(6) Contractual Costs

Contractor Texas Pregnancy Care Network
Contract No. RFP# 529-16-0004
Contract Period 03/01/16 - 08/31/16

Contractual Costs (description and basis of cost)	A Total	B Reimbursable	C Other (Match)
Provider Reimbursements March-August	\$3,529,074.00	\$3,529,074.00	\$0.00
Total Other Costs	\$3,529,074.00	\$3,529,074.00	\$0.00

*For monitoring purposes, receipts and other detailed records must be kept on file.

**Costs not allowable if already being paid by other sources.

Contractual costs are costs that will be paid to subcontracted direct client service providers with whom Prime Contract will contract.

Contractual Costs Narrative-Provide a detailed description and justification of costs:
See attached Cost Proposal Exhibit A, including a detailed description and justification of costs.



Exhibit A

TPCN Budget and Description

March 1, 2016 – August 31, 2016



**Summary of Program Budget Proposal
Mar 2016-Aug 2016**

	Project Administration	Information Outreach, and Referral	Client Services in Communities
Mar 2016-Aug 2016 Start-Up Costs	\$ 0.00	0.00	0.00
Mar 2016-Aug 2016 Operating Costs	\$ 340,476.00 (7.4%)	\$ 702,950.00 (15.4%)	\$ 3,531,574.00 (77.2%)
		GRAND TOTAL	\$ 4,575,000.00

John McNamara
Executive Director

March 2016 - August 2016 ESTIMATED START-UP COSTS		
	<i>COST CATEGORY: PROJECT ADMINISTRATION</i>	Total Dollars
	<i>Salaries</i>	
	Salaries	\$ 0.00
	Subtotal	\$ 0.00
	<i>Rent</i>	
	Rent	\$ 0.00
	Subtotal	\$ 0.00
	<i>Equipment</i>	
	Equipment and Furniture	\$ 0.00
	Subtotal	\$ 0.00
	<i>Travel</i>	
	Travel/Lodging	\$ 0.00
	Subtotal	\$ 0.00
	<i>Other</i>	
		\$ 0.00
	Subtotal	\$ 0.00
	TOTAL START-UP COSTS	\$ 0.00

March 2016 - August 2016 ESTIMATED TEXAS COST OF OPERATIONS		
1	<i>COST CATEGORY: PROJECT ADMINISTRATION</i>	Total Dollars
1a	<i>Salaries</i>	
	Executive Director	\$ 61,500.00
	Program Director	\$ 40,000.00
	Accountant	\$ 36,000.00
	Operations Coordinator	\$ 23,000.00
	Administrative Assistant	\$ 19,500.00
	Overtime	\$ 300.00
	Unused Vacation & Personal/Sick	\$ 7,000.00
	Payroll Taxes	\$ 14,350.00
	Workers Compensation Insurance	\$ 1,000.00
	Employee Group Benefits	\$ 55,680.00
	Subtotal	\$ 258,330.00
1b	<i>Rent</i>	
	Rent	\$ 35,635.00
	Subtotal	\$ 35,635.00
1c	<i>Equipment</i>	
	Equipment Service Contracts	\$ 630.00
	Subtotal	\$ 630.00
1d	<i>Travel</i>	
	Travel/Lodging	\$ 2,000.00
	Subtotal	\$ 2,000.00
1e	<i>Other</i>	
	Job Advertising	\$ 0.00
	Employee Screening	\$ 0.00
	Professional Development	\$ 2,000.00
	Consulting: IT, Legal, Admin	\$ 9,000.00
	Auditing	\$ 18,000.00
	Postage/Shipping	\$ 375.00
	General Liability Insurance	\$ 1,853.00
	Directors and Owners Liability Insurance	\$ 1,853.00
	Dues and Subscriptions	\$ 2,800.00
	Office Expense	\$ 8,000.00
	Subtotal	\$ 43,881.00
	TOTAL PROJECT ADMINISTRATION COSTS	\$ 340,476.00

March 2016 - August 2016 ESTIMATED TEXAS COST OF OPERATIONS		
2	<i>COST CATEGORY: CENTRALIZED STATEWIDE INFORMATION, OUTREACH, EDUCATION, AND REFERRAL SERVICES</i>	Total Dollars
2a	<i>Salaries</i>	
	Program Compliance Manager	\$ 28,000.00
	Program Compliance Manager	\$ 28,000.00
	Provider Screening Manager	\$ 28,000.00
	Statewide Quality Control Manager	\$ 29,000.00
	Program Services Manager	\$ 29,000.00
	Education Coordinator	\$ 22,500.00
	Overtime	\$ 4,320.00
	Unused Vacation & Personal/Sick	1,200.00
	Payroll Taxes	\$ 13,350.00
	Workers Compensation Insurance	1,000.00
	Employee Group Benefits	\$ 63,705.00
	Subtotal	\$ 248,075.00
2b	<i>Purchase/Development/Distribution of Written Material</i>	
	Purchase/Development/Distribution of Written Material	\$ 150,000.00
	Subtotal	\$ 150,000.00
2c	<i>Outreach Media</i>	
	Services Outreach Advertising	\$ 200,000.00
	Website Hosting & Improvements	\$ 1,000.00
	Subtotal	\$ 201,000.00
2d	<i>Travel</i>	
	Travel/Lodging	\$ 49,000.00
	Subtotal	\$ 49,000.00
2e	<i>Telecommunications & Internet Expenses</i>	
	Telecommunications & Internet Expenses	\$ 3,000.00
	Subtotal	\$ 3,000.00
2f	<i>Community Awareness Costs</i>	
	Community Awareness Costs	\$ 500.00
	Subtotal	\$ 500.00
2g	<i>Other</i>	
	Billing System License Fee	\$ 30,000.00
	Billing System Data Management Fee	\$ 6,375.00
	Billing System Programming	\$ 15,000.00
	Contract Termination Costs	\$ 0.00
	Subtotal	\$ 51,375.00
	TOTAL INFO, OUTREACH, EDUCATION, AND REFERRAL	\$ 702,950.00

March 2016 - August 2016 ESTIMATED TEXAS COST OF OPERATIONS		
3	<i>COST CATEGORY: CLIENT SERVICES IN COMMUNITIES</i>	Total Dollars
3a	<i>Contracted Services</i>	
	Counseling Reimbursement to Providers	\$ 3,529,074.00
	Subtotal	\$ 3,529,074.00
3b	<i>Services Provided by Vendor</i>	
	Training	\$ 1,000.00
	Meetings and Seminars	\$ 1,500.00
	Subtotal	\$ 2,500.00
	TOTAL CLIENT SERVICES IN COMMUNITIES COSTS	\$ 3,531,574.00

Mar 2016 - Aug 2016 Estimated Cost of Operations: Project Administration Costs - \$340,476

Budget Line	Amount	Description
1 Executive Director	\$ 61,500.00	Oversees all aspects of the Alternative to Abortion Program to ensure a successful program. 2015-16 full time salary-6 months.
2 Program Director	40,000.00	Ensures complete contract compliance by managing compliance staff and Provider compliance. 2015-16 full time salary-6 months
3 Accountant	\$ 36,000.00	Responsible for financial management of Program, including reporting, cost compliance, and Provider disbursements. 2015-16 full time salary-6 months
4 Operations Coordinator	\$ 23,000.00	Oversees the administrative operations and project planning of all facets of the Program. 2015-16 full time salary-6 months
5 Administrative Assistant	\$ 19,500.00	Provides administrative support to Program, including phones and mail. 2015-16 full time salary-6 months
6 Overtime	\$ 300.00	Overtime for administrative support staff
7 Unused Vacation & Personal/Sick	\$ 7,000.00	Vacation hours rate: 3.69 hrs per bi-weekly pay at 96 hrs/year. Personal/Sick hours rate: 1.85 hrs per bi-weekly pay at 48 hrs/year.
8 Payroll Taxes	\$ 14,350.00	Employer share of social security, Medicare, and unemployment for administrative staff needed to conduct statewide Program
9 Workers Compensation Insurance	1,000.00	Workers comp insurance for admin staff
10 Employee Group Benefits	\$ 55,680.00	Employee/family health, employee life/disability insurance, and retirement plan for administrative staff
11 Rent	\$ 35,635.00	Expense of office needed to administer statewide contract, plus security, janitorial, utility costs in Travis County, Texas
12 Equipment Services Contracts	\$ 630.00	Copier service contract plus excess copy charges
13 Travel/Lodging	\$ 2,000.00	Travel costs for administrative staff carrying out administrative tasks
14 Job Advertising	\$ 0.00	Print and online job postings to recruit new staff as needed for turnover
15 Employee Screening	\$ 0.00	Costs of interviewing, screening, testing, and verifying education of new staff
16 Professional Development	\$ 2,000.00	Expenses of classes/seminars/materials to ensure skill quality
17 Consulting: IT, Legal, Admin	\$ 9,000.00	Fees for IT, legal and admin services
18 Auditing	\$ 18,000.00	Fees for independent audit of accounting records, procedures, and internal controls by CPA firm; preparation of tax return
19 Postage/Shipping	\$ 375.00	Postage & expenses required for shipping payments, supplies, education materials, reports, and documents to contractors, subcontractors, potential subcontractors

20 General Liability Insurance	\$ 1,853.00	Business liability insurance
21 Directors and Owners Liability Ins	\$ 1,853.00	Liability insurance to cover actions of the Board of Directors and Executive Staff
22 Dues and Subscriptions	\$ 2,800.00	Professional and association dues
23 Office Expense	\$ 8,000.00	Office expense & supplies required for Program operation

Mar 2016 - Aug 2016 Estimated Cost of Operations: Centralized Statewide Information, Outreach, Education and Referral Services - \$702,950		
1 Program Compliance Manager	\$ 28,000.00	Responsible for ongoing monitoring of subcontracted Providers, ensuring that Program rules and guidance are being followed. 2015-16 full time salary-6 months
2 Program Compliance Manager	\$ 28,000.00	Responsible for ongoing monitoring of subcontracted Providers, ensuring that Program rules and guidance are being followed. 2015-16 full time salary-6 months
3 Provider Screening Manager	\$ 28,000.00	Recruits and screens new potential providers to ensure that they meet Program standards. 2015-16 full time salary-6 months
4 Statewide Quality Control Manager	\$ 29,000.00	Oversees administration of online tracking and invoicing system, including screening invoices for accuracy. 2015-16 full time salary-6 months
5 Program Services Manager	\$ 29,000.00	The main Program liaison and point of contact for the approximately 700 Program counselors and 99 Texas locations. 2015-16 full time salary-6 months
6 Education Coordinator	\$ 22,500.00	Reviews all Provider educational materials and facilitates annual Educational Materials Purchase for Providers. 2015-16 full time salary-6 months
7 Overtime	\$ 4,320.00	Overtime for statewide outreach support staff
8 Unused Vacation & Personal/Sick	\$ 1,200.00	Vacation hours rate: 3.69 hrs per bi-weekly pay at 96 hrs/year. Personal/Sick hours rate: 1.85 hrs per bi-weekly pay at 48 hrs/year.
9 Payroll Taxes	\$ 13,350.00	Employer share of social security, Medicare, and unemployment for outreach staff needed to conduct statewide Program
10 Workers Compensation Insurance	\$ 1,000.00	Workers comp insurance for outreach staff
11 Employee Group Benefits	\$ 63,705.00	Employee/family health, employee life/disability insurance, and retirement plan for outreach staff
12 Purchase/Development/Distribution of Written Material	\$ 150,000.00	Costs to purchase and/or develop educational materials for use by Providers to educate clients about pregnancy, childbirth and parenting. Materials include books, curricula, brochures, DVDs, posters
13 Services Outreach Advertising	\$ 200,000.00	Advertise program services to Texas residents using online, television, radio, print, etc.
14 Website Hosting & Improvemets	\$ 1,000.00	Annual fees for hosting texaspregnancy.org outreach website; costs to update/improve content
15 Travel/Lodging	\$ 49,000.00	Mileage, lodging, meals, parking, other travel expenses for staff. Travel to provide: information meetings to potential Providers; facility tours during approval process; re-training; site monitoring activity.
16 Telecommunications & Internet Exp.	\$ 3,000.00	Local, long distance, and internet
17 Community Awareness Costs	\$ 500.00	Attending conferences, seminars and presentations to inform public about the Program; supporting promotional materials

18 Billing System License Fee	\$ 30,000.00	Licensing fee for BriteWorks Pregnancy Center, including processes and online billing system
19 Billing System Data Management Fee	\$ 6,375.00	Fee for secure offsite data storage
20 Billing System Programming	\$ 15,000.00	Ongoing maintenance and additions to online billing system

Mar 2016 - Aug 2016 Estimated Cost of Operations: Clients Services in Communities - \$3,531,574

1 Counseling Reimbursement to Providers	\$ 3,529,074.00	Counseling reimbursement for client services
2 Training	\$ 1,000.00	Introduce Program to potential Providers; train counselors from approved Providers in Program rules/procedures
3 Meetings & Seminars	\$ 1,500.00	Annual Provider regional meetings/conference for statewide Program



Budget and Narrative

September 1, 2016 – August 31, 2017

Alternatives to Abortion
RFP #529-16-0004
Attachment B - Cost Proposal-Budget

Summary

Contractor Texas Pregnancy Care Network
Contract No. RFP# 529-16-0004
Contract Period 09/01/16 - 08/31/17

Cost Category	A Grand Total	B Reimbursable	C Other (Match)
(1A) Personnel - Salaries	704,000.00	704,000.00	0.00
(1B) Personnel - Fringe Benefits	312,360.00	312,360.00	0.00
Subtotal	1,016,360.00	1,016,360.00	0.00
(2) Travel	71,750.00	71,750.00	0.00
(3) Equipment (Rent/Lease/Purchase)	11,500.00	11,500.00	0.00
(4) Materials, Supplies	6,000.00	6,000.00	0.00
Subtotal	89,250.00	89,250.00	0.00
(5) Other Costs (list below)	1,033,623.00	1,033,623.00	0.00
Rent, Insurance			
Consulting, Auditing			
Educational Material Purchase			
Advertising			
(6) Contractual	7,010,767.00	7,010,767.00	0.00
Subtotal	8,044,390.00	8,044,390.00	0.00
Total Direct Costs	9,150,000.00	9,150,000.00	0.00
Total Indirect Costs (CAP at 10% Total Direct Costs)	0.00	0.00	0.00
Grand Total	9,150,000.00	9,150,000.00	0.00

Certified by: 

Name: John McNamara

Title: Executive Director

Date: December 28, 2015

Summary Narrative-Provide a summary narrative justification of the total proposed costs reflected above: See attached Cost Proposal Exhibit A, including a detailed description and justification of costs.

Alternatives to Abortion
RFP #529-16-0004
Attachment B - Cost Proposal-Budget

(1A) Personnel - Salaries

Contractor Texas Pregnancy Care Network

Contract No. RFP# 529-16-0004

Contract Period 09/01/16 - 08/31/17

Position or Title	A #Staff	B Avg. Monthly Salary	C %Time (on contract)	D #Months of Service	E Total AxBxCxD	F Reimbursable	G Other (Match)
Executive Director	1	\$10,250.00	100.00%	12	\$123,000.00	\$123,000.00	\$0.00
Program Director	1	\$6,666.67	100.00%	12	\$80,000.00	\$80,000.00	\$0.00
Accountant	1	\$6,000.00	100.00%	12	\$72,000.00	\$72,000.00	\$0.00
Operations Coordinator	1	\$3,833.33	100.00%	12	\$46,000.00	\$46,000.00	\$0.00
Administrative Assistant	1	\$3,250.00	100.00%	12	\$39,000.00	\$39,000.00	\$0.00
Program Compliance Manager	1	\$4,666.67	100.00%	12	\$56,000.00	\$56,000.00	\$0.00
Program Compliance Manager	1	\$4,666.67	100.00%	12	\$56,000.00	\$56,000.00	\$0.00
Provider Screening Manager	1	\$4,666.67	100.00%	12	\$56,000.00	\$56,000.00	\$0.00
Statewide Quality Control Manager	1	\$4,833.33	100.00%	12	\$58,000.00	\$58,000.00	\$0.00
Program Services Manager	1	\$4,833.33	100.00%	12	\$58,000.00	\$58,000.00	\$0.00
Education Coordinator	1	\$3,750.00	100.00%	12	\$45,000.00	\$45,000.00	\$0.00
Overtime-Administrative Staff					\$1,000.00	\$1,000.00	\$0.00
Overtime-Outreach Staff					\$5,000.00	\$5,000.00	\$0.00
Unused Portion of Vacation/Personal hours paid					\$9,000.00	\$9,000.00	\$0.00
Total Salaries					\$704,000.00	\$704,000.00	\$0.00

*For monitoring purposes timesheets and payroll data must be kept on file.

**Costs not allowable if already being paid by other sources.

Personnel-Salaries Narrative-Provide a detailed description and justification of costs:
See attached Cost Proposal Exhibit A, including a detailed description and justification of costs.

Alternatives to Abortion

RFP #529-16-0004

Attachment B - Cost Proposal-Budget

(1B) Personnel - Fringe Benefits

Contractor Texas Pregnancy Care Network

Contract No. RFP# 529-16-0004

Contract Period 09/01/16 - 08/31/17

Type of Fringe Benefits	A Total	B Reimbursable	C Other (Match)
Employer's Portion of Social Security	\$43,500.00	\$43,500.00	\$0.00
Employer's Portion of Medicare	\$10,200.00	\$10,200.00	\$0.00
Unemployment Compensation Insurance	\$2,400.00	\$2,400.00	\$0.00
State Unemployment	\$1,475.00	\$1,475.00	\$0.00
Retirement Plan (Simple IRA)	\$21,030.00	\$21,030.00	\$0.00
Health Insurance	\$205,850.00	\$205,850.00	\$0.00
Dental, Short & Long Term Disab, Life Insurance	\$27,905.00	\$27,905.00	\$0.00
Total Fringe Benefits	\$312,360.00	\$312,360.00	\$624,720.00

*For monitoring purposes payroll data must be kept on file.

**Costs not allowable if already being paid by other sources.

Personnel-Fringe Benefits Narrative-Provide a detailed description and justification of costs:
See attached Cost Proposal Exhibit A, including a detailed description and justification of costs.

Alternatives to Abortion

RFP #529-16-0004

Attachment B - Cost Proposal-Budget

(2) Travel

Contractor Texas Pregnancy Care Network

Contract No. RFP# 529-16-0004

Contract Period 09/01/16 - 08/31/17

Type of Travel Expense (mileage/food/lodging etc.)	A Total	B Reimbursable	C Other (Match)
Air Travel	\$30,500.00	\$30,500.00	\$0.00
Car Mileage	\$10,000.00	\$10,000.00	\$0.00
Ground Transportation	\$10,750.00	\$10,750.00	\$0.00
Lodging	\$15,500.00	\$15,500.00	\$0.00
Meals	\$5,000.00	\$5,000.00	\$0.00
Total Travel	\$71,750.00	\$71,750.00	\$0.00

*For monitoring purposes, receipts and other detailed records must be kept on file.

****Costs not allowable if already being paid by other sources.**

Travel Narrative-Provide a detailed description and justification of costs:

See attached Cost Proposal Exhibit A, including a detailed description and justification of costs.

Alternatives to Abortion
RFP #529-16-0004
Attachment B - Cost Proposal-Budget

(3) Equipment

Contractor Texas Pregnancy Care Network

Contract No. RFP# 529-16-0004

Contract Period 09/01/16 - 08/31/17

Equipment (description and basis of cost)	Method Used (rent/lease/buy)	A Total	B Reimbursable	C Other (Match)
Computers (4)		\$5,000.00	\$5,000.00	\$0.00
Printer		\$6,500.00	\$6,500.00	\$0.00
Total Equipment		\$11,500.00	\$11,500.00	\$0.00

*For monitoring purposes, receipts and other detailed records must be kept on file.

**All equipment must be tagged and numbered.

**Costs not allowable if already being paid by other sources.

Equipment Narrative-Provide a detailed description and justification of costs:
See attached Cost Proposal Exhibit A, including a detailed description and justification of costs.

Alternatives to Abortion

RFP #529-16-0004

Attachment B - Cost Proposal-Budget

(4) Materials, Supplies

Contractor Texas Pregnancy Care Network

Contract No. RFP# 529-16-0004

Contract Period 09/01/16 - 08/31/17

Materials and Supplies (description)	A Total	B Reimbursable	C Other (Match)
Office Supplies	\$6,000.00	\$6,000.00	\$0.00
Total Materials and Supplies	\$6,000.00	\$6,000.00	\$0.00

*For monitoring purposes, receipts and other detailed records must be kept on file.

****Costs not allowable if already being paid by other sources.**

Materials, Supplies Narrative-Provide a detailed description and justification of costs:

See attached Cost Proposal Exhibit A, including a detailed description and justification of costs.

Alternatives to Abortion
RFP #529-16-0004
Attachment B - Cost Proposal-Budget

(5) Other Costs

Contractor Texas Pregnancy Care Networ

Contract No. RFP# 529-16-0004

Contract Period 09/01/16 - 08/31/17

Other Costs (description and basis of cost)	A Total	B Reimbursable	C Other (Match)
Rent	\$71,500.00	\$71,500.00	\$0.00
Equipment Service Contracts	\$1,323.00	\$1,323.00	\$0.00
Job Advertising	\$275.00	\$275.00	\$0.00
Employee Screening	\$475.00	\$475.00	\$0.00
Professional Development	\$2,000.00	\$2,000.00	\$0.00
Consulting: IT, Legal, Accounting	\$30,000.00	\$30,000.00	\$0.00
Auditing	\$18,000.00	\$18,000.00	\$0.00
Postage/Shipping	\$1,000.00	\$1,000.00	\$0.00
General Liability Insurance	\$2,150.00	\$2,150.00	\$0.00
Directors and Owners Liability Insurance	\$2,150.00	\$2,150.00	\$0.00
Dues and Subscriptions	\$3,000.00	\$3,000.00	\$0.00
Educational Materials for Providers	\$250,000.00	\$250,000.00	\$0.00
Advertising	\$500,000.00	\$500,000.00	\$0.00
Website Hosting & Improvements	\$5,000.00	\$5,000.00	\$0.00
Telecommunications & Internet Expenses	\$8,000.00	\$8,000.00	\$0.00
Community Awareness Costs	\$5,000.00	\$5,000.00	\$0.00
Billing System License Fee	\$60,000.00	\$60,000.00	\$0.00
Billing System Data Management Fee	\$12,750.00	\$12,750.00	\$0.00
Billing System Programming	\$30,000.00	\$30,000.00	\$0.00
Training	\$2,000.00	\$2,000.00	\$0.00
Meetings and Seminars	\$21,500.00	\$21,500.00	\$0.00
Printing	\$2,500.00	\$2,500.00	\$0.00
Software Purchases/Upgrades	\$5,000.00	\$5,000.00	\$0.00
Total Other Costs	\$1,033,623.00	\$1,033,623.00	\$0.00

*For monitoring purposes, receipts and other detailed records must be kept on file.

**Costs not allowable if already being paid by other sources.

Other Costs Narrative-Provide a detailed description and justification of costs:
See Attached Cost Proposal Exhibit A, including a detailed description and justification of costs.

Alternatives to Abortion

RFP #529-16-0004

Attachment B - Cost Proposal-Budget

(6) Contractual Costs

Contractor Texas Pregnancy Care Network

Contract No. RFP# 529-16-0004

Contract Period 09/01/16 - 08/31/17

Contractual Costs (description and basis of cost)	A Total	B Reimbursable	C Other (Match)
Provider Reimbursements March-August	\$7,010,767.00	\$7,010,767.00	\$0.00
Total Other Costs	\$7,010,767.00	\$7,010,767.00	\$0.00

*For monitoring purposes, receipts and other detailed records must be kept on file.

****Costs not allowable if already being paid by other sources.**

Contractual costs are costs that will be paid to subcontracted direct client service providers with whom Prime Contract will contract

Contractual Costs Narrative-Provide a detailed description and justification of costs:

See attached Cost Proposal Exhibit A, including a detailed description and justification of costs.



Exhibit A

TPCN Budget and Description

September 1, 2016 – August 31, 2017



**Summary of Program Budget Proposal
Sep 2016-Aug 2017**

	Project Administration	Information Outreach, and Referral	Client Services in Communities
Sep 2016-Aug 2017 Operating Costs	\$ 675,353.00 (7.3%)	\$ 1,440,380.00 (15.8%)	\$ 7,034,267.00 (76.9%)
		GRAND TOTAL	\$ 9,150,000.00

John McNamara
Executive Director

September 2016 - August 2017 ESTIMATED TEXAS COST OF OPERATIONS		
1	<i>COST CATEGORY: PROJECT ADMINISTRATION</i>	Total Dollars
1a	<i>Salaries</i>	
	Executive Director	\$ 123,000.00
	Program Director	\$ 80,000.00
	Accountant	\$ 72,000.00
	Operations Coordinator	\$ 46,000.00
	Administrative Assistant	\$ 39,000.00
	Overtime	\$ 1,000.00
	Unused Vacation & Personal/Sick	\$ 7,000.00
	Payroll Taxes	\$ 28,625.00
	Workers Compensation Insurance	\$ 1,200.00
	Employee Group Benefits	\$ 118,655.00
	Subtotal	\$ 516,480.00
1b	<i>Rent</i>	
	Rent	\$ 71,500.00
	Subtotal	\$ 71,500.00
1c	<i>Equipment</i>	
	Equipment Service Contracts	\$ 1,323.00
	Subtotal	\$ 1,323.00
1d	<i>Travel</i>	
	Travel/Lodging	\$ 2,000.00
	Subtotal	\$ 2,000.00
1e	<i>Other</i>	
	Job Advertising	\$ 275.00
	Employee Screening	\$ 475.00
	Professional Development	\$ 2,000.00
	Consulting: IT, Legal, Admin	\$ 30,000.00
	Auditing	\$ 18,000.00
	Postage/Shipping	\$ 1,000.00
	General Liability Insurance	\$ 2,150.00
	Directors and Owners Liability Insurance	\$ 2,150.00
	Dues and Subscriptions	\$ 3,000.00
	Office Expense	\$ 25,000.00
	Subtotal	\$ 84,050.00
	TOTAL PROJECT ADMINISTRATION COSTS	\$ 675,353.00

September 2016 - August 2017 ESTIMATED TEXAS COST OF OPERATIONS		
2	<i>COST CATEGORY: CENTRALIZED STATEWIDE INFORMATION, OUTREACH, EDUCATION, AND REFERRAL SERVICES</i>	Total Dollars
2a	<i>Salaries</i>	
	Program Compliance Manager	\$ 56,000.00
	Program Compliance Manager	\$ 56,000.00
	Provider Screening Manager	\$ 56,000.00
	Statewide Quality Control Manager	\$ 58,000.00
	Program Services Manager	\$ 58,000.00
	Education Coordinator	\$ 45,000.00
	Overtime	\$ 5,000.00
	Unused Vacation & Personal/Sick	2,000.00
	Payroll Taxes	\$ 26,550.00
	Workers Compensation Insurance	1,200.00
	Employee Group Benefits	\$ 136,130.00
	Subtotal	\$ 499,880.00
2b	<i>Purchase/Development/Distribution of Written Material</i>	
	Purchase/Development/Distribution of Written Material	\$ 250,000.00
	Subtotal	\$ 250,000.00
2c	<i>Outreach Media</i>	
	Services Outreach Advertising	\$ 500,000.00
	Website Hosting & Improvements	\$ 5,000.00
	Subtotal	\$ 505,000.00
2d	<i>Travel</i>	
	Travel/Lodging	\$ 69,750.00
	Subtotal	\$ 69,750.00
2e	<i>Telecommunications & Internet Expenses</i>	
	Telecommunications & Internet Expenses	\$ 8,000.00
	Subtotal	\$ 8,000.00
2f	<i>Community Awareness Costs</i>	
	Community Awareness Costs	\$ 5,000.00
	Subtotal	\$ 5,000.00
2g	<i>Other</i>	
	Billing System License Fee	\$ 60,000.00
	Billing System Data Management Fee	\$ 12,750.00
	Billing System Programming	\$ 30,000.00
	Contract Termination Costs	\$ 0.00
	Subtotal	\$ 102,750.00
	TOTAL INFO, OUTREACH, EDUCATION, AND REFERRAL	\$ 1,440,380.00

September 2016 - August 2017 ESTIMATED TEXAS COST OF OPERATIONS		
3	<i>COST CATEGORY: CLIENT SERVICES IN COMMUNITIES</i>	Total Dollars
3a	<i>Contracted Services</i>	
	Counseling Reimbursement to Providers	\$ 7,010,767.00
	Subtotal	\$ 7,010,767.00
3b	<i>Services Provided by Vendor</i>	
	Training	\$ 2,000.00
	Meetings and Seminars	\$ 21,500.00
	Subtotal	\$ 23,500.00
	TOTAL CLIENT SERVICES IN COMMUNITIES COSTS	\$ 7,034,267.00

Sep 2016 - Aug 2017 Estimated Cost of Operations: Project Administration Costs - \$675,353

Budget Line	Amount	Description
1 Executive Director	\$ 123,000.00	Oversees all aspects of the Alternative to Abortion Program to ensure a successful program. 2015-16 full time salary-6 months.
2 Program Director	80,000.00	Ensures complete contract compliance by managing compliance staff and Provider compliance. 2015-16 full time salary-6 months
3 Accountant	\$ 72,000.00	Responsible for financial management of Program, including reporting, cost compliance, and Provider disbursements. 2015-16 full time salary-6 months
4 Operations Coordinator	\$ 46,000.00	Oversees the administrative operations and project planning of all facets of the Program. 2015-16 full time salary-6 months
5 Administrative Assistant	\$ 39,000.00	Provides administrative support to Program, including phones and mail. 2015-16 full time salary-6 months
6 Overtime	\$ 1,000.00	Overtime for administrative support staff
7 Unused Vacation & Personal/Sick	\$ 7,000.00	Vacation hours rate: 3.69 hrs per bi-weekly pay at 96 hrs/year. Personal/Sick hours rate: 1.85 hrs per bi-weekly pay at 48 hrs/year.
8 Payroll Taxes	\$ 28,625.00	Employer share of social security, Medicare, and unemployment for administrative staff needed to conduct statewide Program
9 Workers Compensation Insurance	1,200.00	Workers comp insurance for admin staff
10 Employee Group Benefits	\$ 118,655.00	Employee/family health, employee life/disability insurance, and retirement plan for administrative staff
11 Rent	\$ 71,500.00	Expense of office needed to administer statewide contract, plus security, janitorial, utility costs in Travis County, Texas
12 Equipment Services Contracts	\$ 1,323.00	Copier service contract plus excess copy charges
13 Travel/Lodging	\$ 2,000.00	Travel costs for administrative staff carrying out administrative tasks
14 Job Advertising	\$ 275.00	Print and online job postings to recruit new staff as needed for turnover
15 Employee Screening	\$ 475.00	Costs of interviewing, screening, testing, and verifying education of new staff
16 Professional Development	\$ 2,000.00	Expenses of classes/seminars/materials to ensure skill quality
17 Consulting: IT, Legal, Admin	\$ 30,000.00	Fees for IT, legal and admin services
18 Auditing	\$ 18,000.00	Fees for independent audit of accounting records, procedures, and internal controls by CPA firm; preparation of tax return
19 Postage/Shipping	\$ 1,000.00	Postage & expenses required for shipping payments, supplies, education materials, reports, and documents to contractors, subcontractors, potential subcontractors

20 General Liability Insurance	\$ 2,150.00	Business liability insurance
21 Directors and Owners Liability Ins	\$ 2,150.00	Liability insurance to cover actions of the Board of Directors and Executive Staff
22 Dues and Subscriptions	\$ 3,000.00	Professional and association dues
23 Office Expense	\$ 25,000.00	Office expense & supplies required for Program operation

Sep 2016 - Aug 2017 Estimated Cost of Operations: Centralized Statewide Information, Outreach, Education and Referral Services - \$1,440,380		
1 Program Compliance Manager	\$ 56,000.00	Responsible for ongoing monitoring of subcontracted Providers, ensuring that Program rules and guidance are being followed. 2015-16 full time salary-6 months
2 Program Compliance Manager	\$ 56,000.00	Responsible for ongoing monitoring of subcontracted Providers, ensuring that Program rules and guidance are being followed. 2015-16 full time salary-6 months
3 Provider Screening Manager	\$ 56,000.00	Recruits and screens new potential providers to ensure that they meet Program standards. 2015-16 full time salary-6 months
4 Statewide Quality Control Manager	\$ 58,000.00	Oversees administration of online tracking and invoicing system, including screening invoices for accuracy. 2015-16 full time salary-6 months
5 Program Services Manager	\$ 58,000.00	The main Program liaison and point of contact for the approximately 700 Program counselors and 99 Texas locations. 2015-16 full time salary-6 months
6 Education Coordinator	\$ 45,000.00	Reviews all Provider educational materials and facilitates annual Educational Materials Purchase for Providers. 2015-16 full time salary-6 months
7 Overtime	\$ 5,000.00	Overtime for statewide outreach support staff
8 Unused Vacation & Personal/Sick	\$ 2,000.00	Vacation hours rate: 3.69 hrs per bi-weekly pay at 96 hrs/year. Personal/Sick hours rate: 1.85 hrs per bi-weekly pay at 48 hrs/year.
9 Payroll Taxes	\$ 26,550.00	Employer share of social security, Medicare, and unemployment for outreach staff needed to conduct statewide Program
10 Workers Compensation Insurance	\$ 1,200.00	Workers comp insurance for outreach staff
11 Employee Group Benefits	\$ 136,130.00	Employee/family health, employee life/disability insurance, and retirement plan for outreach staff
12 Purchase/Development/Distribution of Written Material	\$ 250,000.00	Costs to purchase and/or develop educational materials for use by Providers to educate clients about pregnancy, childbirth and parenting. Materials include books, curricula, brochures, DVDs, posters
13 Services Outreach Advertising	\$ 500,000.00	Advertise program services to Texas residents using online, television, radio, print, etc.
14 Website Hosting & Improvemets	\$ 5,000.00	Annual fees for hosting texaspregnancy.org outreach website; costs to update/improve content
15 Travel/Lodging	\$ 69,750.00	Mileage, lodging, meals, parking, other travel expenses for staff. Travel to provide: information meetings to potential Providers; facility tours during approval process; re-training; site monitoring activity.
16 Telecommunications & Internet Exp.	\$ 8,000.00	Local, long distance, and internet
17 Community Awareness Costs	\$ 5,000.00	Attending conferences, seminars and presentations to inform public about the Program; supporting promotional materials

18 Billing System License Fee	\$ 60,000.00	Licensing fee for BriteWorks Pregnancy Center, including processes and online billing system
19 Billing System Data Management Fee	\$ 12,750.00	Fee for secure offsite data storage
20 Billing System Programming	\$ 30,000.00	Ongoing maintenance and additions to online billing system

Sep 2016 - Aug 2017 Estimated Cost of Operations: Clients Services in Communities - \$7,034,267

1 Counseling Reimbursement to Providers	\$ 7,010,767.00	Counseling reimbursement for client services
2 Training	\$ 2,000.00	Introduce Program to potential Providers; train counselors from approved Providers in Program rules/procedures
3 Meetings & Seminars	\$ 21,500.00	Annual Provider regional meetings/conference for statewide Program



Part 2

Appendix II- Financial Capacity



Alternatives to Abortion
(RFP Reference: 3.15.1.2. Section 2 #3)
APPENDIX II - FINANCIAL CAPACITY

Respondent must supply evidence of financial stability sufficient to demonstrate reasonable stability and solvency appropriate to the requirements of this procurement. HHSC will evaluate the financial capacity of Respondent's organization to administer the Alternatives to Abortion (A2A) contract based on the response to this section.

1. Complete and submit Appendix II-A, Internal Control Questionnaire.
2. Submit copies of a current financial statement plus two (2) years of audited financial reports including all supplements, management discussion and analysis, and actuarial opinions. At a minimum, such financial statements and reports shall include: balance sheet; statement of income and expense; statement of changes in financial position; cash flows; and capital expenditures. If the Respondent is a corporation that is required to report to the Securities and Exchange Commission, it must submit its two most recent SEC Forms 10K, Annual Reports. If any change in ownership is anticipated during the twelve (12) months following the proposal due date, the respondent must describe the circumstances of such change and indicate when the change is likely to occur. Mark these documents as Supplement to Appendix II and include the name of the Respondent on each page of the supporting documents submitted. Indicate below which of these documents have been audited by an independent auditor. Table will expand as text is entered.

- 1) Interim Balance Sheet as of November 30, 2015 (Unaudited)
- 2) Interim Statement of Activity and Changes in Net Assets as of Nov 30, 2015 (Unaudited)
- 3) Interim Statement of Cash Flows as of November 30, 2015 (Unaudited)
- 4) Statement of Financial Position as of August 31, 2015 (Unaudited)
- 5) Statement of Activity and Changes in Net Assets as of August 31, 2015 (Unaudited)
- 6) Statements of Cash Flows as of August 31, 2015 (Unaudited)
- 7) Audited Financial Statements August 31, 2014 and 2013

3. Has your organization had an independent organization-wide audit under OMB Circular A-133?

☒ Yes ☐ No

4. If yes, submit copies of the two most recent audit reports, with management letters and management responses.
(See attached Audit Reports)
5. Describe your organization's experience complying with Office of Management and Budget (OMB) Cost Principles (OMB Circulars A-87, A-122 or A-21, as applicable to your organization). Table will expand as text is entered.



An unqualified opinion has been issued by our audit firm (see attached Audit Reports).

6. Complete the following table on the five largest federal or other external grants or contracts that your organization has administered in the past three years.

#1 - Federal or Other External Grants or Contracts	
What organization provided the grant or contract funding? (Contact Person, Organization Name, Address, Phone, E-mail)	FY 2016-(6 months) Andrea Costley-November Beth Zahn-September-October Texas Health and Human Resources Commission 909 W. 45 th Street Building 555, MC 2010 Austin, TX 78751 Andrea.Costley@hhsc.state.tx.us Phone:512-206-5624
What was the purpose of the grant or contract?	Alternative to Abortion
How long has (or did) the grant or contract last (duration)?	FY 2016 (6 months)
How much funding was received during the most recently completed year?	\$2,287,500
Have there been any questioned, deferred or disallowed costs?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, explain:

#2 - Federal or Other External Grants or Contracts	
What organization provided the grant or contract funding? (Contact Person, Organization Name, Address, Phone, E-mail)	FY 2013-2015 (2 years) Beth Zahn June-August 2015 Beth Wick Nov 2014-May 2015 Laurie Shaanon June 2014-Oct 2014 Charlene Meismer Sept 2013-May 2014 Texas Health and Human Resources Commission 909 W. 45 th Street Building 555, MC 2010 Austin, TX 78751 Beth.Zahn@hhsc.state.tx.us
What was the purpose of the grant or contract?	Alternative to Abortion
How long has (or did) the grant or contract last (duration)?	FY 2013-2015 (2 years)
How much funding was received during the most recently completed year?	\$5,150,000
Have there been any questioned, deferred or disallowed costs?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, explain:



#3 - Federal or Other External Grants or Contracts	
What organization provided the grant or contract funding? (Contact Person, Organization Name, Address, Phone, E-mail)	FY 2011-2013 Charlene Meismer Sept 2012-August 2013 Texas Health and Human Resources Commission 909 W. 45 th Street Building 555, MC 2010 Austin, TX 78751 Charly.Meismer@hhsc.state.tx.us
What was the purpose of the grant or contract?	Alternative to Abortion
How long has (or did) the grant or contract last (duration)?	FY 2011-2013
How much funding was received during the most recently completed year?	\$4,150,000
Have there been any questioned, deferred or disallowed costs?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, explain:

#4 - Federal or Other External Grants or Contracts	
What organization provided the grant or contract funding? (Contact Person, Organization Name, Address, Phone, E-mail)	N/A
What was the purpose of the grant or contract?	N/A
How long has (or did) the grant or contract last (duration)?	N/A
How much funding was received during the most recently completed year?	N/A
Have there been any questioned, deferred or disallowed costs?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain: N/A

#5 - Federal or Other External Grants or Contracts	
What organization provided the grant or contract funding? (Contact Person, Organization Name, Address, Phone, E-mail)	N/A
What was the purpose of the grant or contract?	N/A
How long has (or did) the grant or contract last (duration)?	N/A
How much funding was received during the most recently completed year?	N/A
Have there been any questioned, deferred or disallowed costs?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain: N/A



Current Financial Statements

TEXAS PREGNANCY CARE NETWORK

Statements of Financial Position

November 30, 2015 and 2014

UNAUDITED

	Nov-15	Nov-14
Assets		
Cash and cash equivalents	\$ 646,980	\$ 498,809
Accounts receivable	765,256	429,215
Inventory	12,636	30,147
Prepaid expenses	11,550	12,106
Property and equipment, net	15,671	11,515
	<u>1,452,093</u>	<u>981,792</u>
Total Assets	<u>\$ 1,452,093</u>	<u>\$ 981,792</u>
Liabilities and Net Assets		
Accounts payable	\$ 1,223,642	\$ 802,303
Accrued expenses	9,147	12,907
Total liabilities	<u>1,232,789</u>	<u>815,210</u>
Net assets:		
Unrestricted net assets	<u>219,304</u>	<u>166,582</u>
Total net assets	<u>219,304</u>	<u>166,582</u>
Total Liabilities and Net Assets	<u>\$ 1,452,093</u>	<u>\$ 981,792</u>

TEXAS PREGNANCY CARE NETWORK
Interim Statement of Activity and Changes in Net Assets
September 1, 2015 through November 30, 2015
UNAUDITED

	<u>Nov-15</u>
Revenues and support	
HHSC contract revenue	\$ 1,499,684
Other income and support	35,236
Total revenues and support	<u>1,534,920</u>
 Expenses and losses	
Program Services:	
Client services	1,288,853
Information outreach and referral	109,979
Total program services	<u>1,398,832</u>
Supporting Services:	
Project administration	103,001
Management and general	18,824
Total supporting services	<u>121,825</u>
Total expenses	<u>1,520,657</u>
Changes in net assets	14,263
Net assets, beginning of period	205,041
Net assets, end of period	<u>\$ 219,304</u>

TEXAS PREGNANCY CARE NETWORK

Statements of Cash Flows

For the Period September 1 through November 30, 2015

UNAUDITED

	Nov-15
Cash Flow from Operating Activities	
Changes in net assets	\$ 14,263
Changes in assets and liabilities:	
Accounts receivable	100,420
Inventory	3,383
Prepaid expenses	3,014
Accounts payable and accrued expenses	419,606
Cash used in operating activities	<u>540,686</u>
 Cash Flow from Investing Activities	
Purchase of property and equipment	<u>(5,927)</u>
Cash used in investing activities	<u>(5,927)</u>
 Net changes in cash and cash equivalents	534,759
Cash and cash equivalents balance, beginning of period	<u>112,221</u>
Cash and cash equivalents balance, end of period	<u><u>\$ 646,980</u></u>

TEXAS PREGNANCY CARE NETWORK

Statements of Financial Position

August 31, 2015 and 2014

UNAUDITED

	FY 2015	FY 2014
Assets		
Cash and cash equivalents	\$ 112,221	\$ 142,074
Accounts receivable	865,676	858,965
Inventory	16,019	13,536
Prepaid expenses	14,564	120,385
Property and equipment, net	9,744	11,515
Total Assets	<u>\$ 1,018,224</u>	<u>\$ 1,146,475</u>
Liabilities and Net Assets		
Accounts payable	\$ 777,408	\$ 856,571
Accrued expenses	35,775	47,023
Total liabilities	<u>813,183</u>	<u>903,594</u>
Net assets:		
Unrestricted net assets	<u>205,041</u>	<u>242,881</u>
Total net assets	<u>205,041</u>	<u>242,881</u>
Total Liabilities and Net Assets	<u>\$ 1,018,224</u>	<u>\$ 1,146,475</u>

TEXAS PREGNANCY CARE NETWORK
Statements of Activity and Changes in Net Assets
For the Years Ended August 31, 2015 and 2014
UNAUDITED

	FY 2015	FY 2014
Revenues and support		
HHSC contract revenue	\$ 5,150,000	\$ 4,987,368
Other income and support	121,501	78,256
Total revenues and support	<u>5,271,501</u>	<u>5,065,624</u>
Expenses and losses		
Program Services:		
Client services	4,389,201	3,741,236
Information outreach and referral	443,369	709,424
Total program services	<u>4,832,570</u>	<u>4,450,660</u>
Supporting Services:		
Project administration	421,452	442,829
Management and general	55,319	95,207
Total supporting services	<u>476,771</u>	<u>538,036</u>
Total expenses	<u>5,309,341</u>	<u>4,988,696</u>
Changes in net assets	(37,840)	76,928
Net assets, beginning of year	242,881	165,953
Net assets, end of year	<u>\$ 205,041</u>	<u>\$ 242,881</u>

TEXAS PREGNANCY CARE NETWORK

Statements of Cash Flows

For the Years Ended August 31, 2015 and 2014

UNAUDITED

	FY 2015	FY 2014
Cash Flow from Operating Activities		
Changes in net assets	\$ (37,840)	\$ 76,928
Adjustments to reconcile changes in net assets to cash (used in) provided by operations:		
Depreciation expense	2,459	5,819
Changes in assets and liabilities:		
Accounts receivable	(6,711)	(524,801)
Inventory	(2,483)	3,247
Prepaid expenses	105,821	(101,598)
Accounts payable and accrued expenses	(90,411)	484,189
Cash used in operating activities	<u>(29,165)</u>	<u>(56,216)</u>
 Cash Flow from Investing Activities		
Purchase of property and equipment	<u>(688)</u>	<u>(1,717)</u>
Cash used in investing activities	<u>(688)</u>	<u>(1,717)</u>
 Net changes in cash and cash equivalents	(29,853)	(57,933)
Cash and cash equivalents balance, beginning of year	142,074	200,007
Cash and cash equivalents balance, end of year	<u>\$ 112,221</u>	<u>\$ 142,074</u>



Two (2) Years of Audited Financial Reports

Texas Pregnancy Care Network

Financial Statements and Federal Compliance
With OMB Circular A-133 and
The State of Texas Single Audit Circular
(With Independent Auditors' Report Thereon)

August 31, 2014 and 2013

TEXAS PREGNANCY CARE NETWORK
Financial Statements and
Federal Compliance with OMB Circular A-133
And the State of Texas Single Audit Circular
August 31, 2014 and 2013
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Independent Auditors' Report

To the Board of Directors of Texas Pregnancy Care Network:

Report on Financial Statements

We have audited the accompanying financial statements of Texas Pregnancy Care Network (a nonprofit organization), which comprise the statements of financial position as of August 31, 2014 and 2013, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Texas Pregnancy Care Network as of August 31, 2014 and 2013, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters***Other Information***

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The Supplemental Schedule - Reconciliation of Cash Received from Texas Health and Human Services Commission to Statement of Functional Expenses is presented for purpose of additional analysis and is not a required part of the financial statements. The accompanying schedule of expenditures of federal and state awards, as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and the State of Texas Single Audit Circular, is also presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 18, 2015 on our consideration of Texas Pregnancy Care Network's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Texas Pregnancy Care Network's internal control over financial reporting and compliance.

PMB Helin Donovan, LLP

PMB Helin Donovan, LLP

Austin, Texas
March 18, 2015

TEXAS PREGNANCY CARE NETWORK

Statements of Financial Position

August 31, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Assets		
Cash and cash equivalents	\$ 142,074	\$ 200,007
Accounts receivable	858,965	334,164
Inventory	13,536	16,783
Prepaid expenses	120,385	18,787
Property and equipment, net	<u>11,515</u>	<u>15,617</u>
Total assets	<u>\$ 1,146,475</u>	<u>\$ 585,358</u>
Liabilities and Net Assets		
Accounts payable	\$ 856,571	\$ 394,733
Accrued expenses	<u>47,023</u>	<u>24,672</u>
Total liabilities	<u>903,594</u>	<u>419,405</u>
Net assets:		
Unrestricted net assets	<u>242,881</u>	<u>165,953</u>
Total net assets	<u>242,881</u>	<u>165,953</u>
Total liabilities and net assets	<u>\$ 1,146,475</u>	<u>\$ 585,358</u>

See accompanying notes and independent auditor's report.

TEXAS PREGNANCY CARE NETWORK
Statements of Activity and Changes in Net Assets
For the Years Ended August 31, 2014 and 2013

	Year Ended August 31, 2014				Year Ended August 31, 2013			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Revenues and support								
HHSC contract revenue	\$ 4,987,368	\$ -	\$ -	\$ 4,987,368	\$ 4,150,000	\$ -	\$ -	\$ 4,150,000
Other income and support	78,256	-	-	78,256	108,048	-	-	108,048
Total revenues and support	<u>5,065,624</u>	<u>-</u>	<u>-</u>	<u>5,065,624</u>	<u>4,258,048</u>	<u>-</u>	<u>-</u>	<u>4,258,048</u>
Expenses and losses								
Program services:								
Client services	3,741,236	-	-	3,741,236	3,407,852	-	-	3,407,852
Information outreach and referral	709,424	-	-	709,424	400,630	-	-	400,630
Total program services	<u>4,450,660</u>	<u>-</u>	<u>-</u>	<u>4,450,660</u>	<u>3,808,482</u>	<u>-</u>	<u>-</u>	<u>3,808,482</u>
Supporting services:								
Project administration	442,829	-	-	442,829	384,142	-	-	384,142
Management and general	95,207	-	-	95,207	76,664	-	-	76,664
Total supporting services	<u>538,036</u>	<u>-</u>	<u>-</u>	<u>538,036</u>	<u>460,806</u>	<u>-</u>	<u>-</u>	<u>460,806</u>
Total expenses	<u>4,988,696</u>	<u>-</u>	<u>-</u>	<u>4,988,696</u>	<u>4,269,288</u>	<u>-</u>	<u>-</u>	<u>4,269,288</u>
Changes in net assets	76,928	-	-	76,928	(11,240)	-	-	(11,240)
Net assets, beginning of year	<u>165,953</u>	<u>-</u>	<u>-</u>	<u>165,953</u>	<u>177,193</u>	<u>-</u>	<u>-</u>	<u>177,193</u>
Net assets, end of year	<u>\$ 242,881</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 242,881</u>	<u>\$ 165,953</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 165,953</u>

See accompanying notes and independent auditor's report.

TEXAS PREGNANCY CARE NETWORK
Statements of Functional Expenses
For the Years Ended August 31, 2014 and 2013

	Year Ended August 31, 2014					Year Ended August 31, 2013				
	Client Services	Information, Outreach and Referral	Project Administration	Management and General	Total	Client Services	Information, Outreach and Referral	Project Administration	Management and General	Total
Client reimbursement	\$ 3,731,620	\$ -	\$ -	\$ -	\$ 3,731,620	\$ 3,399,295	\$ -	\$ -	\$ -	\$ 3,399,295
Compensation and benefits	-	209,365	309,544	20,358	539,267	-	165,489	276,188	26,898	468,575
Training and education	9,616	7,585	-	7,214	24,415	8,557	108,320	-	5,364	122,241
Advertising	-	452,462	125	-	452,587	-	87,703	163	-	87,866
Rent	-	-	51,200	-	51,200	-	-	47,068	-	47,068
Other	-	-	13,703	5,052	18,755	-	-	6,315	43,498	49,813
Travel and entertainment	-	27,866	675	610	29,151	-	16,185	-	82	16,267
Consulting	-	6,749	21,722	60,000	88,471	-	17,321	18,290	-	35,611
Professional fees	-	-	27,077	928	28,005	-	-	15,237	-	15,237
Utilities	-	5,397	2,500	62	7,959	-	5,612	7,574	52	13,238
Supplies	-	-	7,535	983	8,518	-	-	5,163	757	5,920
Insurance	-	-	2,929	-	2,929	-	-	2,881	-	2,881
Depreciation	-	-	5,819	-	5,819	-	-	5,263	13	5,276
	<u>\$ 3,741,236</u>	<u>\$ 709,424</u>	<u>\$ 442,829</u>	<u>\$ 95,207</u>	<u>\$ 4,988,696</u>	<u>\$ 3,407,852</u>	<u>\$ 400,630</u>	<u>\$ 384,142</u>	<u>\$ 76,664</u>	<u>\$ 4,269,288</u>

See accompanying notes and independent auditor's report.

TEXAS PREGNANCY CARE NETWORK

Statements of Cash Flows

For the Years Ended August 31, 2014 and 2013

	<u>2014</u>	<u>2013</u>
Cash Flow from Operating Activities		
Changes in net assets	\$ 76,928	\$ (11,240)
Adjustments to reconcile changes in net assets to cash used in operations:		
Depreciation expense	5,819	5,276
Changes in assets and liabilities:		
Accounts receivable	(524,801)	(333,566)
Inventory	3,247	32,317
Prepaid expenses	(101,598)	(6,210)
Accounts payable and accrued expenses	484,189	(23,560)
Cash used in operating activities	<u>(56,216)</u>	<u>(336,983)</u>
 Cash Flow from Investing Activities		
Purchase of property and equipment	<u>(1,717)</u>	<u>(800)</u>
Cash used in investing activities	<u>(1,717)</u>	<u>(800)</u>
 Net changes in cash and cash equivalents	(57,933)	(337,783)
Cash and cash equivalents balance, beginning of year	200,007	537,790
Cash and cash equivalent balance, end of year	<u><u>\$ 142,074</u></u>	<u><u>\$ 200,007</u></u>

See accompanying notes and independent auditor's report.

TEXAS PREGNANCY CARE NETWORK

Notes to the Financial Statements

August 31, 2014 and 2013

Note 1 - Organization and Summary of Significant Accounting Policies

Organization

Texas Pregnancy Care Network ("TPCN") was organized in August 2005 as a Texas not-for-profit corporation. TPCN is an autonomous non-profit institution exempt from federal income taxes under Internal Revenue Code 501(c)(3) and qualifies as a public charity under 170(b)(1). TPCN assists women facing unplanned pregnancies with realistic alternatives to abortion services by administering funding to pro-life social service agencies, pregnancy centers, maternity homes, and adoption agencies in Texas.

Summary of Significant Accounting Policies

Basis of Presentation – TPCN's financial statements have been prepared on the accrual basis of accounting, in accordance with accounting principles generally accepted in the United States (GAAP) for not-for-profit organizations. Under these provisions, net assets, revenues, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Expenses are classified as unrestricted. Accordingly, net assets of TPCN and changes therein are classified and reported as follows:

Permanently Restricted - Net assets subject to donor-imposed stipulations that they be maintained permanently by TPCN.

Temporarily Restricted - Net assets subject to donor-imposed stipulations that can be fulfilled by actions of TPCN pursuant to those stipulations or that expire by the passage of time. Temporarily restricted net assets include the portion of donor-restricted endowment funds that have not been appropriated for expenditure by the TPCN.

Unrestricted – Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be used for any purpose or designated for specific purposes by action of the Board of Directors.

As of August 31, 2014 and 2013, TPCN had no temporarily or permanently restricted net assets.

Cash and Cash Equivalents - Cash and cash equivalents consist of cash in checking accounts and money-market accounts. TPCN considers all highly liquid investments with a maturity of three months or less to be cash equivalents.

Property and Equipment - TPCN records property and equipment at cost (or estimated fair value if donated). Property and equipment is depreciated over estimated useful lives (ranging from three to five years) using the straight-line method. TPCN capitalizes property and equipment purchases of \$500 and greater. Upon retirement or disposition of the assets, TPCN reports related gains or losses in the statement of activities.

Inventory – Inventory consists of educational material such as pamphlets and videos. These are purchased by TPCN and stated at the lower of cost or market. Cost is determined using the first-in, first-out ("FIFO") method.

Revenue – Sources of revenue and support for TPCN may include contributions from the community, contracts, grants from government agencies, foundations and businesses, and program service fees.

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support in the period received depending on the existence and/or nature of any donor restrictions. Contributions received which are part of TPCN's ongoing major or central activities are recognized as revenue, while contributions which are peripheral or incidental are recognized as gains. Donated assets are recorded at their estimated fair market values at the date of receipt.

TEXAS PREGNANCY CARE NETWORK

Notes to the Financial Statements

August 31, 2014 and 2013

(continued)

Contributed goods and services are reported as support if the goods and services are needed in conducting the programs. Contributed services are reported as support if the services either (a) create or enhance a non-financial asset, (b) require specialized skills, are provided by those possessing those skills, and would otherwise need to be purchased if they were not donated. The value of the contributed goods and services reported is considered an accounting estimate.

During the years ended August 31, 2014 and 2013, the value of contributed services meeting the requirements for recognition in the financial statements was not material. Although individuals volunteer their time and perform a variety of tasks that assist TPCN, these services do not meet the criteria for recognition as contributed services.

Contract with the Texas Health and Human Services Commission - TPCN entered into an agreement with the Texas Health and Human Services Commission ("HHSC") to fund program and administrative services using Temporary Assistance for Needy Families ("TANF") federal funding and state funding from the State of Texas to promote childbirth, rather than abortion. During the years ended August 31, 2014 and 2013, the TPCN received \$5,150,000 and \$4,150,000, respectively, which also included recorded contract receivables of \$858,333 and \$332,164 from HHSC as of August 31, 2014 and 2013, respectively.

Accounts Receivable - Accounts receivable are stated net of an allowance for doubtful accounts. TPCN evaluates the collectability of its receivables and adequacy of its allowance for doubtful accounts on a periodic basis. The evaluation includes historical loss experience and length of time the receivables are past due. There was no allowance for doubtful accounts as of August 31, 2014 and 2013.

Compensated Absences - TPCN accrues for compensated absences. Compensated absences for the years ended August 31, 2014 and 2013 were \$7,886 and \$1,669, respectively.

Advertising Costs - Advertising costs are expensed as incurred. Advertising expenses for the years ended August 31, 2014 and 2013 were \$452,587 and \$87,866, respectively, and are primarily included in program services.

Functional Expenses - The expense information contained in the statements of activities is presented on a functional basis. Accordingly, certain expenses are allocated between functional categories based on management's estimates. Program services include client services and information, outreach and referral.

Fair Value of Financial Instruments - TPCN adopted guidance which defines fair value, establishes a framework for measuring fair value in accordance with GAAP, and expands disclosures about fair value measurements. The carrying amount of cash and cash equivalents, accounts receivable, accounts payable and other liabilities approximated fair value at August 31, 2014 and 2013.

Income Taxes - TPCN is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Unrelated business income, of which TPCN had no significant amounts for the years ended August 31, 2014 and 2013, is subject to federal income taxes. Accordingly, there is no provision or liability for federal income taxes in the accompanying financial statements.

Management has analyzed the tax positions taken by TPCN, and has concluded that as of August 31, 2014, there are no uncertain positions taken or expected to be taken that would require recognition of a liability (or asset) or disclosure in the financial statements. Management believes it is no longer subject to income tax examinations for years prior to its fiscal year beginning August 31, 2011.

TEXAS PREGNANCY CARE NETWORK

Notes to the Financial Statements

August 31, 2014 and 2013

(continued)

Use of Estimates - The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimated.

Concentration of Credit Risk - TPCN maintains cash balances at a high quality, federally insured financial institution. At various times during the years ended August 31, 2014 and 2013, balances in these accounts may have exceeded Federal Deposit Insurance Corporation (FDIC) insured limits. TPCN has not experienced and does not anticipate any credit losses on these deposits.

Note 2 - Cash and Cash Equivalents

The composition of the TPCN's cash and cash equivalents at August 31, 2014 and 2013 was as follows:

	2014	2013
Cash and demand deposits	\$ 119,231	\$ 122,241
Money market accounts	22,843	77,766
Total cash and cash equivalents	<u>\$ 142,074</u>	<u>\$ 200,007</u>

Note 3 - Property and Equipment

As of August 31, 2014 and 2013, property and equipment consisted of:

	2014	2013
Furniture	\$ 16,666	\$ 17,038
Equipment	61,294	74,789
	<u>77,960</u>	<u>91,827</u>
Accumulated depreciation	(66,445)	(76,210)
Total property and equipment	<u>\$ 11,515</u>	<u>\$ 15,617</u>

Depreciation expense was \$5,819 and \$5,276 for the years ended August 31, 2014 and 2013, respectively.

Note 4 - Line of Credit

TPCN maintains a \$350,000 revolving line of credit with Business Bank of Texas, N.A. dated January 2, 2014. The line has a one-year term and secured by substantially all of the assets of TPCN. Interest accrues at 5% per annum. Any principal outstanding under the loan is due in full at the end of the term. Any accrued, but unpaid interest, is due monthly. As of August 31, 2014, there were no amounts outstanding under this line of credit.

Note 5 - Commitment and Contingencies

TPCN leases certain office space under non-cancellable operating leases. TPCN recognizes rent expense on a straight-line basis over the lease term. Total rent expense under the leases was \$51,200 and \$47,068 for the years ended August 31, 2014 and 2013, respectively.

TEXAS PREGNANCY CARE NETWORK

Notes to the Financial Statements

August 31, 2014 and 2013

(continued)

Future minimum lease payments under the noncancelable operating leases are as follows for the years ending August 31:

2015	\$	51,576
2016		4,298
Total	\$	<u>55,874</u>

Litigation

TPCN from time to time may be involved in litigation relating to claims arising out of its ordinary course of business. Management believes that there are no claims or actions pending or threatened against the TPCN, the ultimate disposition of which would have a material impact on the TPCN's financial position, results of operations or cash flows.

Risk Management

TPCN maintains various forms of insurance that the TPCN's management believes are adequate to reduce the exposure to these risks to an acceptable level.

Note 6 - Concentrations

In 2011, TPCN entered into a two-year agreement with HHSC, to fund program and administrative services to implement a statewide program for females focused on pregnancy support services that promote childbirth. Under the terms of the agreement, TPCN will receive \$4.15 million annually during 2012 and 2013. During October 2013, TPCN and HHSC extended this agreement through August 31, 2015. Under the terms of the extension, TPCN will receive \$5.15 million annually during 2014 and 2015.

During the years ended August 31, 2014 and 2013, approximately 99% of TPCN's revenues were a result of this agreement.

Note 7 - Subsequent Events

TPCN evaluates events that occur subsequent to the statement of financial position date, but before financial statements are issued, for possible adjustment to such financial statements or other disclosure. This evaluation generally occurs through the date at which the TPCN's financial statements are issued. For the financial statements as of and for the year ending August 31, 2014, this date was March 18, 2015.

On September 1, 2014, TPCN entered into a contract with Truthworks LLC for a new billing system that will be used by TPCN service providers.

TEXAS PREGNANCY CARE NETWORK

Supplemental Schedule - Reconciliation of Cash Received from Texas
Health and Human Services Commission to Statement of Functional Expenses
For the Year Ended August 31, 2014

Cash received from Texas Health and Human Services Commission		\$ <u>4,987,368</u>
Report of federal expenses to Texas Health and Human Services Commission		\$ 4,987,368
Current year audit adjustments		<u>-</u>
Total expenditures of federal awards		4,987,368
Reconciling items:		
Management and general expenses not covered by grant funds	\$ <u>1,328</u>	
Total adjustments		<u>1,328</u>
Total functional expenses		\$ <u>4,988,696</u>

See accompanying notes and independent auditor's report.

**Independent Auditors' Report on Internal Control over Financial Reporting and
Compliance and Other Matters Based on an Audit of Financial Statements Performed
in Accordance with *Government Auditing Standards***

To the Board of Directors of Texas Pregnancy Care Network:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Texas Pregnancy Care Network (a nonprofit organization), which comprise the statement of financial position as of August 31, 2014, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated March 18, 2015.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Texas Pregnancy Care Network's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Texas Pregnancy Care Network's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Texas Pregnancy Care Network's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

PMB Helin Donovan, LLP*PMB Helin Donovan, LLP*

Austin, Texas
March 18, 2015

**Independent Auditors' Report on Compliance for Each Major Program and on
Internal Control over Compliance Required by OMB Circular A-133 and the State of
Texas Single Audit Circular**

To the Board of Directors of Texas Pregnancy Care Network:

Report on Compliance for Each Major Federal and State Program

We have audited Texas Pregnancy Care Network's compliance with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement* and the *State of Texas Single Audit Circular* that could have a direct and material effect on each of Texas Pregnancy Care Network's major federal and state programs for the year ended August 31, 2014. Texas Pregnancy Care Network's major federal and state programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Texas Pregnancy Care Network's major federal and state programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*; and the State of Texas Single Audit Circular. Those standards, OMB Circular A-133, and the State of Texas Single Audit Circular require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Texas Pregnancy Care Network's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Texas Pregnancy Care Network's compliance.

Opinion on Each Major Federal and State Program

In our opinion, Texas Pregnancy Care Network complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal and state programs for the year ended August 31, 2014.

Report on Internal Control over Compliance

Management of Texas Pregnancy Care Network is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Texas Pregnancy Care Network's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal and state program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal and state program and to test and report on internal control over compliance in accordance with OMB Circular A-133 and the State of Texas Single Audit Circular, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Texas Pregnancy Care Network's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal or state program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal or state program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal or state program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133 and the State of Texas Single Audit Circular. Accordingly, this report is not suitable for any other purpose.

PMB Helin Donovan, LLP

PMB Helin Donovan, LLP

Austin, Texas
March 18, 2015

TEXAS PREGNANCY CARE NETWORK
Schedule of Expenditures of Federal and State Awards
For the Year Ended August 31, 2014

<u>Cluster Name / Federal Grantor / Program Name / Pass-Through Entity</u>	<u>Federal CFDA</u>	<u>State Contract Number</u>	<u>Federal Expenditures</u>
EXPENDITURES OF FEDERAL AWARDS:			
U.S. Department of Health and Human Services			
<i>Passed through Texas Health and Human Services Commission</i>			
Temporary Assistance for Needy Families Cluster	93.558	N/A	\$ 2,837,368
Total Federal expenditures			<u>2,837,368</u>
EXPENDITURES OF STATE AWARDS:			
Texas Department of Health and Human Services			
Alternatives to Abortion	N/A	HHSC529-10-0013-00001C	2,150,000
Total State expenditures			<u>2,150,000</u>
Total Federal and State expenditures			<u>\$ 4,987,368</u>

See accompanying notes to the schedule of expenditures of federal and state awards.

TEXAS PREGNANCY CARE NETWORK
Notes to Schedule of Expenditures of Federal and State Awards
Year Ended August 31, 2014

Note 1 - Summary of Significant Accounting Policies

Reporting Entity

The Schedule of Expenditures of Federal and State Awards (the "Schedule") includes the activity of all Federal Assistance and state programs administered by the Texas Pregnancy Care Network. The Texas Pregnancy Care Network's organization is defined in Note 1 of Texas Pregnancy Care Network's basic financial statements.

Basis of Presentation

The Schedule presents total awards expended for each individual program in accordance with the Federal OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and the State of Texas Single Audit Circular.

Basis of Accounting

The expenditures for the federal financial assistance and state programs are presented on the accrual basis of accounting, which is defined in Note 1 of Texas Pregnancy Care Network's basic financial statements.

Note 2 - Relationship to Financial Reports

The amounts reported in the financial reports have been reconciled to the amounts reported in the accompanying Schedule which is prepared on the basis explained in Note 1 of Texas Pregnancy Care Network's financial statements. The cash received from the Texas Health and Human Services Commission is reconciled to the total expenditures in the financial report at page 11.

TEXAS PREGNANCY CARE NETWORK

Schedule of Findings and Questioned Costs

Year Ended August 31, 2014

Section 1 - Summary of Auditors' Results**A. Financial Statements**Type of auditors' report issued: **Unqualified opinion**

Internal control over financial reporting:

- Material weakness(es) identified? **No**
- Significant deficiency(ies) identified that are not considered to be material weaknesses? **None reported**

Noncompliance material to financial statements noted? **No****B. Federal and State Awards**

Internal control over compliance:

- Material weakness(es) identified? **No**
- Significant deficiency(ies) identified that are not considered to be material weaknesses? **None reported**

Type of auditors' report issued on compliance for major programs: **Unqualified opinion**Any audit findings disclosed that are required to be reported in accordance with section 510(a) of Circular A-133 or the State of Texas Single Audit Circular? **No**

Identification of major federal programs:

CFDA Number	Name of Federal Program or Cluster
93.558	Temporary Assistance for Needy Families

Identification of major state programs:

State Contract Number	Name of State Program or Cluster
HHSC529-10-0013-00001C	Alternatives to Abortion

Dollar threshold used to distinguish programs: **\$300,000**Auditee qualified as low-risk auditee: **Yes**

TEXAS PREGNANCY CARE NETWORK
Schedule of Findings and Questioned Costs
Year Ended August 31, 2014

Section II - Financial Statement Findings

None reported

Section III - Federal Award Findings and Questioned Costs

None reported.

Section IV - Summary Schedule of Prior Audit Findings

None reported.

TEXAS PREGNANCY CARE NETWORK

Financial Statements and Federal Compliance
With OMB Circular A-133
(With Independent Auditors' Report Thereon)

August 31, 2013 and 2012

 **PMB Helin Donovan**
CERTIFIED PUBLIC ACCOUNTANTS

Independent Auditors' Report

To the Board of Directors of Texas Pregnancy Care Network:

Report on Financial Statements

We have audited the accompanying financial statements of Texas Pregnancy Care Network (a nonprofit organization), which comprise the statements of financial position as of August 31, 2013 and 2012, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Texas Pregnancy Care Network as of August 31, 2013 and 2012, and the changes in net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

**Other Matters**

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The Supplemental Schedule-Reconciliation of Cash Received from Texas Health and Human Services Commission to Statement of Functional Expenses is presented for purpose of additional analysis and not a required part to the financial statements. The accompanying schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, is also presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 12, 2014 on our consideration of Texas Pregnancy Care Network's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Texas Pregnancy Care Network's internal control over financial reporting and compliance.

PMB Helin Donovan, LLP

PMB Helin Donovan, LLP

Austin, Texas
February 12, 2014

TEXAS PREGNANCY CARE NETWORK

Statements of Financial Position

August 31, 2013 and 2012

	2013	2012
Assets		
Cash and cash equivalents	\$ 200,007	\$ 537,790
Accounts receivable	334,164	598
Inventory	16,783	49,100
Prepaid expenses	18,787	12,577
Property and equipment, net	<u>15,617</u>	<u>20,093</u>
Total assets	<u>\$ 585,358</u>	<u>\$ 620,158</u>
Liabilities and Net Assets		
Accounts payable	\$ 394,733	\$ 417,900
Accrued expenses	<u>24,672</u>	<u>25,065</u>
Total liabilities	<u>419,405</u>	<u>442,965</u>
Net assets:		
Unrestricted net assets	<u>165,953</u>	<u>177,193</u>
Total net assets	<u>165,953</u>	<u>177,193</u>
Total liabilities and net assets	<u>\$ 585,358</u>	<u>\$ 620,158</u>

See accompanying notes to financial statements.

TEXAS PREGNANCY CARE NETWORK

Statements of Activity

For the Years Ended August 31, 2013 and 2012

	<u>2013</u>	<u>2012</u>
Changes in Unrestricted Net Assets		
HHSC contract revenue	\$ 4,150,000	\$ 4,150,000
Other income and support	108,048	112,656
Total revenues and support	<u>4,258,048</u>	<u>4,262,656</u>
 Program services:		
Client services	3,407,852	3,372,942
Information outreach and referral	400,630	350,902
Total program services	<u>3,808,482</u>	<u>3,723,844</u>
 Supporting services:		
Project administration	384,142	387,199
Management and general	76,664	117,662
Total supporting services	<u>460,806</u>	<u>504,861</u>
 Total expenses	<u>4,269,288</u>	<u>4,228,705</u>
 Changes in unrestricted net assets	(11,240)	33,951
Net assets, beginning of year	177,193	143,242
Net assets, end of year	<u>\$ 165,953</u>	<u>\$ 177,193</u>

See accompanying notes to financial statements.

TEXAS PREGNANCY CARE NETWORKStatement of Functional Expenses
For the Year Ended August 31, 2013

	Client Services	Information, Outreach and Referral	Project Administration	Management and General	Total
Client reimbursement	\$ 3,399,295	\$ -	\$ -	\$ -	\$ 3,399,295
Compensation and benefits	-	165,489	276,188	26,898	468,575
Training and education	8,557	108,320	-	5,364	122,241
Advertising	-	87,703	163	-	87,866
Rent	-	-	47,068	-	47,068
Other	-	-	6,315	43,498	49,813
License fee	-	-	-	-	-
Travel and entertainment	-	16,185	-	82	16,267
Consulting	-	17,321	18,290	-	35,611
Professional fees	-	-	15,237	-	15,237
Utilities	-	5,612	7,574	52	13,238
Supplies	-	-	5,163	757	5,920
Insurance	-	-	2,881	-	2,881
Depreciation	-	-	5,263	13	5,276
	<u>\$ 3,407,852</u>	<u>\$ 400,630</u>	<u>\$ 384,142</u>	<u>\$ 76,664</u>	<u>\$ 4,269,288</u>

See accompanying notes to financial statements.

TEXAS PREGNANCY CARE NETWORK

Statement of Functional Expenses
For the Year Ended August 31, 2012

	Client Services	Information, Outreach and Referral	Project Administration	Management and General	Total
Client reimbursement	\$ 3,367,171	\$ -	\$ -	\$ -	\$ 3,367,171
Compensation and benefits	-	193,234	249,655	35,228	478,117
Training and education	5,771	22,589	-	582	28,942
Advertising	-	66,474	33	-	66,507
Rent	-	-	47,068	-	47,068
Other	-	-	8,661	14,795	23,456
License fee	-	-	-	33,672	33,672
Travel and entertainment	-	19,059	1,925	1,026	22,010
Consulting	-	43,732	32,513	29,760	106,005
Professional fees	-	-	25,915	1,683	27,598
Utilities	-	5,814	6,021	45	11,880
Supplies	-	-	6,378	691	7,069
Insurance	-	-	4,104	-	4,104
Depreciation	-	-	4,926	180	5,106
	<u>\$ 3,372,942</u>	<u>\$ 350,902</u>	<u>\$ 387,199</u>	<u>\$ 117,662</u>	<u>\$ 4,228,705</u>

See accompanying notes to financial statements.

TEXAS PREGNANCY CARE NETWORK

Statements of Cash Flows

For the Years Ended August 31, 2013 and 2012

	<u>2013</u>	<u>2012</u>
Cash Flow from Operating Activities		
Changes in net assets	\$ (11,240)	\$ 33,951
Adjustments to reconcile changes in net assets to cash (used in) provided by operations:		
Depreciation expense	5,276	5,106
Changes in assets and liabilities:		
Accounts receivable	(333,566)	319,603
Inventory	32,317	(32,406)
Prepaid expenses	(6,210)	2,863
Accounts payable and accrued expenses	<u>(23,560)</u>	<u>(121,847)</u>
Cash (used in) provided by operating activities	<u>(336,983)</u>	<u>207,270</u>
 Cash Flow from Investing Activities		
Purchase of property and equipment	<u>(800)</u>	<u>(14,206)</u>
Cash used in investing activities	<u>(800)</u>	<u>(14,206)</u>
 Net changes in cash and cash equivalents	(337,783)	193,064
Cash and cash equivalents balance, beginning of year	537,790	344,726
Cash and cash equivalent balance, end of year	<u>\$ 200,007</u>	<u>\$ 537,790</u>

See accompanying notes to financial statements.

TEXAS PREGNANCY CARE NETWORK

Notes to the Financial Statements

August 31, 2013 and 2012

Note 1 - Organization and Summary of Significant Accounting Policies

Organization

Texas Pregnancy Care Network ("TPCN") was organized in August 2005 as a Texas not-for-profit corporation. TPCN is an autonomous non-profit institution exempt from federal income taxes under Internal Revenue Code 501(c)(3) and qualifies as a public charity under 170(b)(1). TPCN assists women facing unplanned pregnancies with realistic alternatives to abortion services by administering funding to pro-life social service agencies, pregnancy centers, maternity homes, and adoption agencies in Texas.

Summary of Significant Accounting Policies

Financial Statements - TPCN is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. Temporarily restricted net assets exist if the donor states the principal must be used for a specific purpose, or must not be used until a specific time. TPCN reports all temporarily restricted gifts as increases in temporarily restricted net assets, even those in which TPCN meets restrictions in the same reporting period. Permanently restricted net assets exist if the donor states the principal must never be used, but must be maintained, as an endowment. TPCN does not have any temporarily or permanently restricted net assets as of August 31, 2013 and 2012.

Basis of Accounting - TPCN prepares its financial statements on the accrual basis of accounting. TPCN recognizes contributions as revenue when pledged or received, whichever comes first and recognizes all other revenue when earned. TPCN recognizes expenses when incurred, even if not yet paid. Expenses paid before they are incurred are classified as prepaid. Expenses incurred, but not paid at year end, are classified as accounts payable.

Cash and cash equivalents - TPCN considers all highly liquid investments with a purchased maturity of three months or less, purchased for use primarily in operations, to be cash equivalents.

Property and Equipment - TPCN records property and equipment at cost (or estimated fair value if donated). Property and equipment is depreciated over estimated useful lives (ranging from three to five years) using the straight-line method. TPCN capitalizes property and equipment purchases of \$500 and greater. Upon retirement or disposition of the assets, TPCN reports related gains or losses in the statement of activities.

Inventories – Inventory consists of educational material such as pamphlets and videos. These are purchased by TPCN and stated at the lower of cost or market. Cost is determined using the first-in, first-out ("FIFO") method.

Contributions - Contributions are recognized when the donor makes a promise to give to TPCN that is, in substance, unconditional. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets. TPCN uses the allowance method to determine uncollectible unconditional promises receivable. The allowance is based on prior years' experience and management's analysis of specific promises made. There was no allowance for doubtful accounts as of August 31, 2013 and 2012.

TEXAS PREGNANCY CARE NETWORK

Notes to the Financial Statements

August 31, 2013 and 2012

Note 1 - Organization and Summary of Significant Accounting Policies (continued)

Contracts - TPCN entered into an agreement with the Texas Health and Human Services Commission (“HHSC”) for program and administrative services using Temporary Assistance for Needy Families (“TANF”) federal funding to promote childbirth rather than abortion. During the years ended August 31, 2013 and 2012, the TPCN received \$4,150,000 and \$4,150,000, respectively, which also included recorded contract receivables of \$332,164 and \$0 from HHSC, respectively.

Compensated Absences - TPCN accrues for compensated absences. Compensated absences for the years ended August 31, 2013 and 2012 were \$1,669 and \$0.

Advertising Costs - Advertising costs are expensed as incurred. Advertising expenses for the years ended August 31, 2013 and 2012 were \$87,866 and \$66,507, respectively, and are primarily included in program services.

Functional Expenses - TPCN reports its expenses on its statement of activities by function rather than by type. Program services include client services and information, outreach and referral.

Income Taxes - TPCN is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Unrelated business income, of which TPCN had no significant amounts for the years ended August 31, 2013 and 2012, is subject to federal income taxes. Accordingly, there is no provision or liability for federal income taxes in the accompanying financial statements.

Accounting principles generally accepted in the United States of America require management to evaluate tax positions taken by TPCN and recognize a tax liability (or asset) if TPCN has taken an uncertain position that more likely than not would not be sustained upon examination by Internal Revenue Service. Management has analyzed the tax positions taken by TPCN, and has concluded that as of August 31, 2013, there are no uncertain positions taken or expected to be taken that would require recognition of a liability (or asset) or disclosure in the financial statements. TPCN is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. Management believes it is no longer subject to income tax examinations for years prior to its fiscal year beginning August 31, 2010.

Fair Value of Financial Instruments - TPCN adopted guidance which defines fair value, establishes a framework for measuring fair value in generally accepted accounting principles, and expands disclosures about fair value measurements. The carrying amount of cash and cash equivalents, accounts receivable, accounts payable and other liabilities approximated fair value at August 31, 2013 and 2012, because of their relatively short maturity.

Use of Estimates - The preparation of financial statements in conformity with generally accepted accounting principles in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Examples of management’s use of estimates and assumptions include, but are not limited to allocation of functional expenses, the allowance for doubtful accounts, fixed asset depreciation and useful life estimates. Actual results could differ from these estimates.

TEXAS PREGNANCY CARE NETWORK

Notes to the Financial Statements

August 31, 2013 and 2012

Note 2 - Cash and Cash Equivalents

The composition of TPCN's cash and cash equivalents as of August 31, 2013 and 2012 is as follows:

	2013	2012
Cash and demand deposits	\$ 122,241	\$ 118,380
Money market accounts	77,766	419,410
Total cash and cash equivalents	<u>\$ 200,007</u>	<u>\$ 537,790</u>

TPCN had approximately \$0 and \$169,410 in deposits in excess of the Federal Deposit Insurance Corporation limit as of August 31, 2013 and 2012, respectively. The deposit in excess amount is calculated based on TPCN's bank balances.

Note 3 - Property and Equipment

As of August 31, 2013 and 2012, property and equipment are as follows:

	2013	2012
Equipment	\$ 74,789	\$ 73,989
Furniture	17,038	17,038
Total	91,827	91,027
Less: accumulated depreciation	(76,210)	(70,934)
Net property and equipment	<u>\$ 15,617</u>	<u>\$ 20,093</u>

Depreciation expense was \$5,276 and \$5,106 for the years ended August 31, 2013 and 2012, respectively.

Note 4 - Commitment and Contingencies

TPCN leases certain office space under operating leases that expire in September 2013 and September 2015. TPCN recognizes rent expense on a straight-line basis over the lease term. Total rent expense under the leases was \$47,068 for each of the years ended August 31, 2013 and 2012.

Future minimum lease payments under the noncancelable operating leases are as follows for the year ending August 31:

2014	\$ 51,364
2015	51,576
2016	4,298
Total	<u>\$ 107,238</u>

Litigation

TPCN from time to time may be involved in litigation relating to claims arising out of its ordinary course of business. Management believes that there are no claims or actions pending or threatened against the TPCN, the ultimate disposition of which would have a material impact on the TPCN's financial position, results of operations or cash flows.

Risk Management

TPCN maintains various forms of insurance that the TPCN's management believes are adequate to reduce the exposure to these risks to an acceptable level.

TEXAS PREGNANCY CARE NETWORK

Notes to the Financial Statements

August 31, 2013 and 2012

Note 5 - Concentrations

During 2011, TPCN entered into a two-year agreement with HHSC, for program and administrative services to implement a statewide program for females focused on pregnancy support services that promote childbirth. Under the agreement, TPCN will receive \$4.15 million annually during 2013 and 2012. During the years ended August 31, 2013 and 2012, approximately 99% and 97%, respectively, of TPCN's revenues were a result of this agreement. During the years ended August 31, 2013 and 2012, approximately 99% and 97%, respectively, of TPCN's accounts receivable were a result of this agreement.

Note 6 - Subsequent Events

During October 2013, TPCN entered into a two-year agreement with HHSC. Under the agreement, TPCN will receive \$5.15 million during the years ended August 31, 2014 and August 31, 2015, for a total of \$10,300,000.

On January 2, 2014 TPCN entered into a line of credit agreement with a bank. Under the terms of this agreement, TPCN can finance up to a maximum of \$350,000 that is collateralized by the assets of TPCN. Borrowings under the facility bear interest at 5.00%. TPCN is obligated to pay any outstanding principal and accrued interest in one lump sum payment on January 2, 2015 when the line of credit expires.

TPCN evaluates events that occur subsequent to the statement of financial position date, but before financial statements are issued, for possible adjustment to such financial statements or other disclosure. This evaluation generally occurs through the date at which the TPCN's financial statements are issued. For the financial statements as of and for the year ending August 31, 2013 this date was February 12, 2014.

TEXAS PREGNANCY CARE NETWORK

Supplemental Schedule - Reconciliation of Cash Received from Texas
Health and Human Services Commission to Statement of Functional Expenses
For the Year Ended August 31, 2013

Cash received from Texas Health and Human Services Commission		\$	<u>4,150,000</u>
Report of federal expenses to Texas Health and Human Services Commission		\$	4,150,000
Current year audit adjustments			<u>-</u>
Total expenditures of federal awards			4,150,000
Reconciling items:			
Depreciation	\$	5,276	
Management and general expenses		<u>114,012</u>	
Total adjustments			<u>119,288</u>
Total functional expenses	\$		<u><u>4,269,288</u></u>

See accompanying notes to financial statements.

**Independent Auditors' Report on Internal Control over Financial Reporting and
Compliance and Other Matters Based on an Audit of Financial Statements Performed
in Accordance with Government Auditing Standards**

To the Board of Directors of Texas Pregnancy Care Network:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Texas Pregnancy Care Network (a nonprofit organization), which comprise the statement of financial position as of August 31, 2013, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated February 12, 2014.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Texas Pregnancy Care Network's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Texas Pregnancy Care Network's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Texas Pregnancy Care Network's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

PMB Helin Donovan, LLP

PMB Helin Donovan, LLP

Austin, Texas
February 12, 2014

**Independent Auditors' Report on Compliance for Each Major Program and on
Internal Control over Compliance Required by OMB Circular A-133**

To the Board of Directors of Texas Pregnancy Care Network:

Report on Compliance for Each Major Federal Program

We have audited Texas Pregnancy Care Network's compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Texas Pregnancy Care Network's major federal programs for the year ended August 31, 2013. Texas Pregnancy Care Network's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Texas Pregnancy Care Network's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Texas Pregnancy Care Network's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Texas Pregnancy Care Network's compliance.

Opinion on Each Major Federal Program

In our opinion, Texas Pregnancy Care Network complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended August 31, 2013.

Report on Internal Control over Compliance

Management of Texas Pregnancy Care Network is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Texas Pregnancy Care Network's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Texas Pregnancy Care Network's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

PMB Helin Donovan, LLP

PMB Helin Donovan, LLP

Austin, Texas
February 12, 2014

TEXAS PREGNANCY CARE NETWORK
Schedule of Expenditures of Federal Awards
For the Year Ended August 31, 2013

<u>Cluster Name / Federal Grantor / Program Name / Pass-Through Entity</u>	<u>CFDA</u>	<u>Federal / Pass-Through Entity Identifying No./ State</u>	<u>Grant Period</u>	<u>Grant Award</u>	<u>Federal Expenditures</u>
U.S. Department of Health and Human Services					
Temporary Assistance for Needy Families Cluster <i>Pass through from Texas Health and Human Services Commission</i>	93.558	N/A	09/01/2011-08/31/2013	\$ 8,300,000	\$ 4,150,000
Total Federal expenditures					<u>\$ 4,150,000</u>

See accompanying notes to the schedule of expenditures of federal awards.

TEXAS PREGNANCY CARE NETWORK
Notes to Schedule of Expenditures of Federal Awards
Year Ended August 31, 2013

(1) Summary of Significant Accounting Policies

(a) Reporting Entity

The Schedule of Expenditures of Federal Awards (the "Schedule") includes the activity of all Federal Assistance programs administered by the Texas Pregnancy Care Network. The Texas Pregnancy Care Network's organization is defined in Note 1 of Texas Pregnancy Care Network's basic financial statements.

(b) Basis of Presentation

The Schedule presents total awards expended for each individual program in accordance with the OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

(c) Basis of Accounting

The expenditures for the federal financial assistance programs are presented on the accrual basis of accounting, which is defined in Note 1 of Texas Pregnancy Care Network's basic financial statements.

(2) Relationship to Financial Reports

The amounts reported in the financial reports have been reconciled to the amounts reported in the accompanying Schedule which is prepared on the basis explained in Note 1 of Texas Pregnancy Care Network's financial statements. The cash received from the Texas Health and Human Services Commission is reconciled to the total expenditures in the financial report at page 12.



Part 3

Appendix II-A, Internal Control Questionnaire (ICQ)



Alternatives to Abortion RFP Appendix II-A, Internal Control Questionnaire

Instructions: For each question, check either N/A, Yes or No. If the response is N/A or No, provide an explanation in the comments section.

AREA	N/A	Yes	No	Comments
1. BUDGETING AND PLANNING				
1.1. SEGREGATION OF DUTIES				
1.1.1. Are responsibilities for budget preparation, adoption, execution, and reporting each assigned to different staff members?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
1.2. PROCEDURAL CONTROLS				
1.2.1. Is personnel responsible for budget preparation:				
1.2.1.1. Have an awareness of budgets and budgetary procedures?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
1.2.1.2. Prepare budgets for all <u>significant</u> activities?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
1.2.1.3. Prepare a budget calendar to provide orderly submission and to obtain approval of the budget?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
1.2.1.4. Develop and prepare initial budget submissions by major departments and activity centers?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
1.2.1.5. Obtain review of departmental budgets by the finance or budget officer, make corrections of oversights by departments, and integrate budgets with organization's goals and objectives?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
1.2.1.6. Prepare the budget in sufficient detail to provide a meaningful tool with which to monitor subsequent performance (as established by the Strategic Plan)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
1.2.1.7. Budget inter-fund and inter-departmental transfers, if appropriate?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	



AREA	N/A	Yes	No	Comments
1.2.2. Who is responsible for budget adoption:				
1.2.2.1. Hold budget hearings to obtain citizen input, if appropriate?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not required
1.2.2.2. Submit the budget through the proper executive channels to the applicable governing body for approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
1.2.2.3. Submit the budget through the proper executive channels to the applicable governing body for approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
1.2.2.4. Clearly communicate to operating departments the effects of budget modification mandates (increases or decreases)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
1.2.2.5. Record in the accounting system estimated revenues, for later comparison to actual amounts realized or incurred as appropriate?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
1.2.2.6. Record in the accounting system budgets approved by grantors in connection with grant activity?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
1.2.3. Who is responsible for budget execution:				
1.2.3.1. Formally adopt and communicate procedures establishing authority and responsibility for transfers between budget categories?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
1.2.3.2. Use an allotment system to control the flow of expenditures or commitments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
1.2.3.3. Obtain approval from the accounting department as to the availability of funds, before issuing a purchase order or making an expenditure commitment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
1.2.3.4. Establish controls to ensure knowledge of outstanding commitments when liabilities and expenditures are recorded on an encumbrance or obligation basis?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
1.2.4. Who is responsible for budget				



AREA	N/A	Yes	No	Comments
Reporting:				
1.2.4.1. Compare actual expenditures to budget with reasonable frequency (monthly) and on a timely basis?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
1.2.4.2. Discuss budget reports with departmental personnel, obtaining explanations for significant variations from budget?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. CASH				
2.1. SEGREGATION OF DUTIES				
2.1.1. Are responsibilities for collection and deposit preparation functions adequately segregated from those for recording cash receipts and general ledger entries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2.1.2. Are responsibilities for cash receipts functions adequately segregated from those for cash disbursements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2.1.3. Are responsibilities for disbursement preparation and disbursement approval functions adequately segregated from those for recording or entering cash disbursements information on the general ledger?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2.1.4. Are responsibilities for the disbursement approval function adequately segregated from those for the disbursement, voucher preparation, and purchasing functions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2.1.5. Are responsibilities for entries in the cash receipt and disbursement records adequately segregated from those for general ledger entries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2.1.6. Are responsibilities for preparing and approving bank account reconciliations adequately segregated from those for other cash receipt or disbursement functions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2.1.7. If EDP is used, is the segregation of duties principle maintained within processing activities?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2.2. PROCEDURAL CONTROLS				
2.2.1. Do collections procedures provide for timely deposits of all receipts?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2.2.2. Do collections procedures provide for controls at each collection location, to	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Only 1 location



AREA	N/A	Yes	No	Comments
assure timely deposit and accurate recording of collections?				
2.2.3. Timely notice of cash receipts at separate collection locations given to a central accounting department?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Only 1 location
2.2.4. Daily reported receipts at separate collection locations compared to records of a general accounting department?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Only 1 location
2.2.5. Restrictive endorsements placed on incoming checks as soon as received?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2.2.6. Receipts accounted for and balanced to collections records daily?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2.2.7. Prenumbered forms accounted for, including a record of voided forms?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2.2.8. Adequate records maintained to assure correct handling and final disposition of items held in suspense?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2.2.9. Suspense accounting eliminated by direct deposit of money to the correct fund, as much as possible?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2.2.10. Delay of deposits avoided by making sure fund distribution is immediately determinable?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. DISBURSEMENTS				
3.1.1. Control over warrant, sight draft, or check-signing machines, as to signature plates and usage?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No such machines
3.1.2. Warrants, sight drafts, and checks to be signed after disbursement has had final approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3.1.3. Immediate notification to banks of newly authorized warrant, sight draft, and check signers?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3.1.4. Procedures providing for immediate notification to banks when warrant or check signers leave the unit or are otherwise no longer authorized to sign?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3.1.5. Furnishing invoices and supporting documents to the signer prior to signing the warrant or check to help assure funds are disbursed only for authorized purposes; and to help assure laws, rules, and regulations are followed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3.1.6. Invoices and Supporting documents cancelled at the time disbursement is signed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Texas Pregnancy Care Network
Alternatives to Abortion
RFP #529-16-0104
Appendix II-A- Financial Capacity-ICQ



AREA	N/A	Yes	No	Comments
3.1.7. Warrants, sight-drafts, and checks cross-referenced to vouchers?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3.1.8. Warrants, sight drafts and checks controlled and accounted for, with safeguards over those unused and voided?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3.1.9. Setting reasonable limits on amounts payable by facsimile signature?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Do not use facsimile signature
3.1.10. Prompt recording of signed and issued warrants, sight drafts and checks?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3.1.11. Requiring two signatures on warrants or checks over a stated amount?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3.1.12. Using plates only under the signer's control and recording of machine reading by the signer or an appropriate designee, to ascertain all signed warrants, sight drafts, or checks are properly accounted for by comparison to document control totals?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No such machines
3.1.13. Direct delivery to the mail of signed warrants or checks, making them inaccessible to persons who requested, prepared, or recorded them?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3.1.14. Prohibiting the drawing of warrants or checks to "cash" or "bearer"?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Except for Petty Cash Purposes (less than \$100)
3.1.15. Controls to ensure all payments are made on a timely basis and in accordance with all purchase orders and contracts?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3.1.16. Controls to ensure duplicate payments are not made?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3.1.17. Are original invoices (no copies) totaling the amount of the disbursement attached to each voucher before payment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3.1.18. Controls to ensure each cash disbursement is properly vouchered and approved by the proper authorities before the disbursement occurs?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3.2. Do custody procedures provide for the following?				
3.2.1. Maintenance of controls over the supply of unused and voided warrants or checks?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3.2.2. Proper authorization of bank accounts?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3.2.3. Periodic reviews of and formal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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3.2.4. Controls and physical safeguards surrounding petty cash funds?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3.2.5. Maintenance of adequate fidelity insurance coverage?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	No fidelity insurance maintained
3.2.6. Maintenance of separate bank accounts for each fund, or, adequate fund control over pooled cash?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3.3. Do detailed accounting procedures include the following?				
3.3.1. Procedures ensuring collections and disbursements are recorded accurately and promptly in the correct fund or account?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3.3.2. Procedures for authorizing and recording inter-bank and inter-fund transfers and providing for proper accounting for those transactions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3.4. Do general ledger procedures provide for the following?				
3.4.1. Delivery of bank statements and paid warrants or checks in unopened envelopes directly to the employee preparing the reconciliation?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No paper bank statements received; online only
3.4.2. Comparison of warrants, sight drafts, or checks in appropriate detail with disbursement records?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3.4.3. Examination of signature and endorsements, at least on a test basis?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3.4.4. Accounting for numerical sequence of warrants, sight drafts, or checks used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3.4.5. Comparison of book balances used in reconciliations with balances in general ledger accounts?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3.4.6. Comparison of deposit amounts and dates with cash receipt entries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3.4.7. Footing of cash books?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3.4.8. Review and approval of all reconciliations and investigation of unusual reconciling items by an official not responsible for receipts and disbursements, including recording evidence of the review and approval, by signing the reconciliation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3.4.9. Periodic investigation of checks outstanding for a considerable time?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. REVENUES AND RECEIVABLES				



AREA	N/A	Yes	No	Comments
4.1. SEGREGATION OF DUTIES				
4.1.1. Are responsibilities for billing for services and fees adequately segregated from those for collection and accounting?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Only 1 staff accountant on staff
4.1.2. Are responsibilities for maintaining detail accounts receivable records adequately segregated from those for collection and general ledger posting?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Only 1 staff accountant on staff
4.1.3. Are responsibilities for collection, control, credit issuance, and deposit of funds activities adequately segregated from those for maintaining accounting records?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Only 1 staff accountant on staff
4.1.4. Are responsibilities for entries in the cash receipts records adequately segregated from those for general ledger entries?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Only 1 staff accountant on staff
4.1.5. If EDP is used, is the principle of segregation of duties maintained within processing activities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Only 1 staff accountant on staff
4.2. BILLING/REMITTANCE VERIFICATION				
4.2.1. Procedures designed for ensuring timely payment of amounts due?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.2.2. Numerical batch-processing controls over billings?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.2.3. Procedures to prevent interception or alteration by unauthorized persons of billings or statements after preparation, but before mailing?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	All billings and statements transmitted online
4.2.4. Prompt investigation of disputes with billing amounts?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.2.5. Controls providing reasonable assurances restricted revenues are expended only for restricted purposes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.2.6. Protecting records of receivables from destruction and unauthorized access?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.2.7. Monthly balancing of control accounts with detailed ledgers?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.2.8. Are receivable amounts aged monthly and reviewed by authorized personnel?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.3. ACCOUNTS RECEIVABLE RECORDKEEPING				
4.3.1. Controls in system to ensure individual receivable records are posted only from	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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AREA	N/A	Yes	No	Comments
authorized source documents?				
4.3.2. Reconciling the aggregate collections on accounts receivable against postings to individual receivable accounts?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.3.3.Periodic review of receivable accounts for credit balances?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.4. GENERAL LEDGER PROCEDURES				
4.4.1. Regular preparation of trial balances of individual receivable accounts?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.4.2. Reconciliation of trial balances with general ledger control accounts and investigation of reconciling items by other than accounts receivable clerks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Only 1 staff accountant on staff
4.4.3.Periodic review of aged accounts receivable balances by supervisory personnel?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4.4.4.Timely and direct notification to the accounting department of billings and collection activity?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5. GRANT MONITORING				
5.1.1.Has the organization properly assigned responsibility for monitoring grant activities?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5.1.2. Does the organization have procedures to monitor compliance with the following?				
5.1.2.1. Financial reporting requirements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5.1.2.2. Use of funds and other conditions in accordance with grant terms?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5.1.2.3. Timely billing of amounts due under grants?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5.1.3. Does the organization have a system for obtaining grantor approval before incurring expenditures in excess of budgeted amounts or for unbudgeted expenditures?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5.1.4. Are processing of grant revenues and disbursements subject to the same degree of controls applicable to the organization's other transactions (budget, purchasing, etc.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5.1.5. Are processing of grant revenues and disbursements subject to the same degree of controls applicable to the organization's other transactions (budget, purchasing, etc.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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AREA	N/A	Yes	No	Comments
5.1.6. Does standard subrecipient agreement require the subrecipient to comply with primary grant agreement conditions as well as grantee's and subgrantee's standards?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No subrecipients
5.1.7. Are reasonable procedures and controls in place to provide assurances of compliance with eligibility requirements established by grants or subgrants?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5.1.8. Has the organization established an indirect cost allocation plan if applicable?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No indirect cost allocation plan necessary - only 1 program
5.1.8.1. Is the plan approved by federal/ cognizant agency?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No indirect cost allocation plan necessary - only 1 program
6. CAPITAL ASSETS				
6.1. SEGREGATION OF DUTIES				
6.1.1. Are responsibilities for initiating capital asset transactions adequately segregated from those for final approval, or committing organizational resources?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6.1.2. Are responsibilities for the periodic physical inventories of capital assets assigned to responsible officials having no custodial or record keeping responsibilities?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6.2. PROCEDURAL CONTROLS				
6.2.1. Identification of those individuals authorized to initiate capital asset transactions and clear definition of their authority?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6.2.2. Guidelines with respect to key considerations, such as prices to be paid, acceptable vendors and terms, asset quality standards, and financing the expenditures?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6.2.3. Preparation of a separate capital projects budget?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No significant capital asset purchases
6.2.4. Required written executive or governing body approval for all significant capital asset projects or acquisitions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6.2.5. Procedures for authorizing, approving, and documenting sales or other dispositions of capital assets?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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AREA	N/A	Yes	No	Comments
6.2.6.Procedures for approving decisions regarding financing alternatives and accounting principles, practices, and methods?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6.2.7.Procedures for obtaining grantor approval, if required, for the use of grant funds for capital asset acquisitions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6.2.8.Subjecting grant-funded acquisitions to the same controls as internally funded acquisitions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6.2.9. Requiring supplemental authorizations, including, if appropriate, those of the grantor agency, for expenditures in excess of originally approved amounts?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6.2.10. Detail property records for all significant self-constructed, donated, purchased, or leased assets?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6.2.11. Accountability for each asset?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6.2.12. Physical safeguards over assets?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6.2.13. Investigating differences between records and physical counts and adjusting the records to reflect shortages?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6.2.14. Subjecting lease transactions to control procedures similar to those required for other capital expenditures?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6.2.15. Periodically comparing detail property records with existing assets?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6.2.16. Properly identifying equipment by numbered tags or other means of positive identification?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6.2.17. Carrying fully depreciated assets in the accounting records as a means of providing accounting control?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6.2.18. Monitoring the appropriate disposition of property acquired with grant funds?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6.3. Do general ledger procedures include the following?				
6.3.1.Periodic reconciliation of the detail property records with the general ledger control accounts?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6.3.2. Distinguish between capital-projects fund expenditures and operating budget expenditures?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6.3.3. Identify operating budget expenditures to be capitalized as capital assets?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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AREA	N/A	Yes	No	Comments
6.3.4. distinguish between capital and operating leases?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No such leases
6.3.5. govern depreciation methods and practices?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6.3.6. When costs are charged against federal grants, depreciation policies or methods of computing allowances in accordance with standards outlined in OMB circulars or grantor agency regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6.3.7. When costs are not charged against federal grants, depreciation charged to grants should be adjusted accordingly?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6.3.8. Are the accounting records adjusted promptly (both the asset and related allowance for depreciation) when items of plant and equipment are retired, sold, or transferred?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7. PROCUREMENT AND PAYABLES				
7.1. SEGREGATION OF DUTIES				
7.1.1. Are responsibilities for the requisitioning, purchasing, and receiving functions adequately segregated from those for the invoice processing, accounts payable, and general ledger functions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.1.2. Are responsibilities for the purchasing function adequately segregated from those for the requisitioning and receiving functions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.1.3. Are responsibilities for the invoice processing and accounts payable functions adequately segregated from those for the general ledger functions?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Only 1 staff accountant on staff
7.1.4. Are responsibilities for the disbursement preparation and disbursement approval functions adequately segregated from those for recording cash disbursements and general ledger entries?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Only 1 staff accountant on staff
7.1.5. Are responsibilities for the disbursement approval function adequately segregated from those for the disbursement preparation function?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.1.6. Are responsibilities for entries in the cash disbursement records adequately segregated from those for general ledger entries?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Only 1 staff accountant on staff

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AREA	N/A	Yes	No	Comments
7.1.7.If EDP is used, is the principle of segregation of duties maintained within processing activities?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2. PROCEDURAL CONTROLS				
7.2.1. Do requisitioning procedures and controls include the following?				
7.2.1.1. Initiation of purchases of goods and services by properly authorized requisitions bearing the approval of officials designated to authorize requisitions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.1.2. Using and accounting for prenumbered requisition forms?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	We do not prenumber requisition forms
7.2.1.3. Indicating the activity, function or department to be charged on the purchase requisition by the person requesting the purchase?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.1.4. Before commitment, verification by the accounting and budget department sufficient unobligated funds remain under the appropriation to meet the proposed expenditure?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.1.5. Having technical specifications accompanying requests for special purpose (non-stock items) materials or personal services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.2. Do purchasing procedures and controls include the following?				
7.2.2.1. Structuring purchase authorizations to give appropriate recognition to the nature and size of purchases and to the experience of purchasing personnel?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.2.2. Purchase order, contract issuance, and contract approval procedures?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.2.3. Use of competitive bidding procedures?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.2.4. If practical, rotation on a regular basis of contract or purchasing officer's areas of responsibility?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Not large enough to make practical
7.2.2.5. In contracts for materials, services, or facilities acquired on other than a fixed-price basis, requirements for an audit of contractor's costs prior to	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Do not purchase in this manner

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approving for payment?				
7.2.2.6. Procedures for public advertisement of non-stock item procurement?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not necessary for purchase size and type
7.2.2.7. Periodic review of recurring purchases and documentation of the justification for informal, rather than competitive, bids?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.2.8. Established, documented, and distributed policies regarding conflicts of interest and acceptable business practices?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.2.9. Issuing purchase orders and contracts under numerical or some other suitable control?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.2.10. Obtaining an adequate number of price quotations before placing orders not subject to competitive bidding?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.2.11. Prohibiting split orders to avoid higher levels of approval?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Small organization - not an issue
7.2.2.12. Maintenance, by the purchasing department, of price lists and other appropriate records of price quotations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.2.13. Maintenance of a record, by the purchasing department, of suppliers who have not met quality or other performance standards?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.2.14. Modification of procedures for disbursement of funds under grant or loan agreements and related regulations imposing requirements differing from the organization's normal policies?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.2.15. Controls to identify, before ordering, costs and expenditures not allowable under grant programs?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.2.16. Maintenance of an adequate record of open purchase orders and agreements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.2.17. Predetermining selection criteria for awarding personal service or construction contracts and requiring adequate	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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documentation of the award process?				
7.2.2.18. Subjecting changes to contracts or purchase orders to the same controls and approvals as the original agreement?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.3. Does receiving procedures and controls include the following?				
7.2.3.1. Preparation of receiving reports for all purchased goods?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.3.2. Procedures for filing claims against carriers or vendors for shortages or damaged materials?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.3.3. Taking steps to ensure goods received are accurately counted and examined, to ensure they meet quality standards?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.3.4. Numerically accounting for or otherwise controlling receiving reports, to ensure all receipts are reported to the accounting department?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.3.5. Sending copies of receiving reports directly to purchasing, accounting, and (if appropriate) inventory record keeping?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.3.6. With respect to procurements of special-purpose materials, services, or facilities, assigning a technical representative to monitor and evaluate contractor performance and to approve receipt of services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.3.7. If a receiving department is not used, adequate procedures to ensure goods for which payment is made have been received; verification, by someone other than the individual approving payment, that goods have been received and they meet quality standards?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.4. Does invoice processing include the following?				
7.2.4.1. Copies of purchase orders and receiving reports to be obtained directly from issuing departments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.4.2. Invoice quantities, prices, and	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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terms to be compared with those on the purchase order?				
7.2.4.3. Invoice quantities to be compared with those on the receiving report?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.4.4. Accuracy of calculations to be checked, as appropriate?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.4.5. Timely payment of invoices, to avail the entity of available discounts?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.4.6. Procedures ensuring the accounts payable system is properly accounting for unmatched receiving reports and invoices?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.4.7. Procedures for processing invoices not involving materials or supplies (for example, lease or rental payments, utility bills, etc.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.4.8. Comparison of monthly statements with accounts payable balances?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.4.9. Reconciliation of subsidiary ledgers with control accounts monthly?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.4.10. Access to EDP master vendor file, if applicable, limited to employees authorized to make changes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.4.11. Maintenance by accounting department of a current list of those authorized to approve expenditures?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.4.12. Procedures for submission and approval of reimbursement to employees for travel and other expenses?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.4.13. Review of the distribution of charges in the accounting department by a person competent to pass on the propriety of the distribution?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.4.14. Review and approval of invoices (vouchers) for completeness of supporting documents and required clerical checking by a senior employee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.4.15. If an invoice is received from a supplier not previously dealt with, taking steps to ascertain the supplier actually exists?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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7.2.4.16. Making payments only on the basis of original invoices?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.4.17. Assigning responsibility for ensuring all cash discounts are taken?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.4.18. Referring differences in invoice and purchase order price, terms, shipping arrangements, or quantities to the purchasing department for review and approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.4.19. Promptly notifying the accounting and purchasing departments of returned purchases and correlating such purchases with vendor credit advices?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.4.20. Reviewing the program and expenditure account to be charged for propriety and budget conformity?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.4.21. Having check signers or other responsible officials determine restricted revenues are expended only for restricted purposes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.4.22. If applicable, procedures to ensure adjustment of the reserve for encumbrances, when invoices are prepared for payment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.5. Do procedures for accounts payable, encumbrances, or obligations included the following?				
7.2.5.1. Regular comparison of statements from vendors with recorded amounts payable?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.5.2. Periodic reconciliation of outstanding purchase orders to the reserve for encumbrances?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.5.3. Recording encumbrance entries based only on approved purchase orders?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.5.4. Procedures ensuring accounts payable and encumbrances are applied against the appropriate account?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.6. Do general ledger procedures include the following?				
7.2.6.1. Regular preparation of trial balances of reserve for	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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AREA	N/A	Yes	No	Comments
encumbrances and accounts payable?				
7.2.6.2. Checking the footing and testing the trial balances to the individual items, as well as comparing the total to the general ledger balance, by an employee other than the accounts payable clerk?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Only 1 staff accountant on staff
7.2.6.3. Posting transactions between funds in all affected funds, in the same accounting period, and on a timely basis?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.2.7. Do subgrant and subrecipient monitoring procedures include the following:				
7.2.7.1. Awarding and disbursing funds grants only on the basis of approved applications?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TPCN has no subrecipients or subgrants
7.2.7.2. Defining (for example, in regulations) and communicating to subgrantees or subrecipients their reporting and compliance requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TPCN has no subrecipients or subgrants
7.2.7.3. Procedures to monitor compliance with grant terms?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TPCN has no subrecipients or subgrants
7.2.7.4. Subjecting financial operations of subgrantees or subrecipients to periodic and timely audit?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TPCN has no subrecipients or subgrants
7.2.7.5. Sufficiently timely monitoring of subgrantees or subrecipients to permit curtailment of any abuse before completing funds disbursement?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TPCN has no subrecipients or subgrants
7.2.7.6. Disbursing funds to subgrantees or subrecipients only on an as-needed basis?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TPCN has no subrecipients or subgrants
7.2.7.7. An appropriate level of subaward approval authority?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TPCN has no subrecipients or subgrants
7.2.7.8. Investigation of failure by subgrantees or subrecipients to meet financial reporting requirements on a timely basis?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TPCN has no subrecipients or subgrants
7.2.7.9. Requiring subgrantees or subrecipients to evidence correction of previously detected deficiencies before approval of an extension or renewal of an award?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TPCN has no subrecipients or subgrants



AREA	N/A	Yes	No	Comments
7.2.7.10. Review of audited financial statements or other compliance requirements on a timely basis and investigation of unusual items?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TPCN has no subrecipients or subgrants
8. EMPLOYEE COMPEXATION				
8.1. SEGREGATION OF DUTIES				
8.1.1. Are responsibilities for supervision and time-keeping functions adequately segregated from personnel, payroll processing, disbursement, and general ledger functions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8.1.2. Are responsibilities for the payroll processing function adequately segregated from the general ledger function?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Only 1 staff accountant on staff
8.1.3. Is payroll distribution supervised by employees who are not responsible for hiring or firing employees, do not approve time reports, and take no part in payroll preparation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Payroll is prepared by Accountant and approved by Executive Director. The Executive Director hires and fires employees, approves time reports and approves payroll preparation.
8.1.4. Are responsibilities for initiating payments under employee benefit plans adequately segregated from accounting and general ledger functions?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Only 1 staff accountant on staff
8.1.5. Is reconciliation of the payroll fund or bank account done regularly by employees independent of all other payroll transaction processing activities?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8.1.6. If EDP is used, is the principle of segregation of duties maintained in processing activities?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8.2. PROCEDURAL CONTROLS				
8.2.1. Do personnel procedures and controls include the following?				
8.2.1.1. Properly authorizing, approving, and documenting all changes in employment (additions and terminations), salary and wage rates, and payroll deductions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8.2.1.2. Promptly reporting notices of additions, separations, and changes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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AREA	N/A	Yes	No	Comments
in salaries, wages, and deductions to the payroll processing function?				
8.2.1.3. Maintaining appropriate payroll records for accumulated employee benefits (vacation, pension data, sick leave, etc.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8.2.1.4. Written personnel policies?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8.2.1.5. Establishing controls to ensure payroll costs charged to grants are in compliance with grant agreements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8.2.1.6. Ensuring payroll and personnel policies governing compensation are in accordance with the requirements of grant agreements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8.2.2. Do supervision/time-keeping procedures and controls include the following?				
8.2.2.1. Review and approval, by the employee's supervisor, of hours worked, overtime hours, and other special benefits?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8.2.2.2. Procedures for time keeping and attendance records?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8.2.2.3. Review for completeness and for the employee's supervisor's approval of time cards or other time reports?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8.2.2.4. Procedures for authorizing, approving, and recording vacations, holiday, and sick leave and for approving and controlling compensatory time?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8.2.3. Do payroll processing procedures and controls include the following?				
8.2.3.1. Controls over payroll preparation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8.2.3.2. Approval and documentation of changes to the EDP master payroll file?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8.2.3.3. Limiting access to the EDP master payroll file to employees who are authorized to make changes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8.2.3.4. Review and approval of completed payroll registers before disbursements are made?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8.2.3.5. Review of documents supporting employee benefit payments (such	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	



AREA	N/A	Yes	No	Comments
as accumulated vacation or sick leave) before disbursements are made?				
8.2.3.6. Review for reasonableness of comparisons (reconciliations) of gross pay for current to prior period payrolls by a knowledgeable person not otherwise involved in payroll processing?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8.2.3.7. Review of the payroll (examination of authorizations for changes noted on reconciliations) by an employee not involved in its preparation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8.2.3.8. Balancing the distribution of dollars and hours of gross pay with payroll registers and review by someone independent, but knowledgeable of this area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8.2.3.9. Including in the review a comparison to amounts budgeted?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8.2.3.10. Prohibiting payroll advances to officials and employees, or subjecting them to appropriate review?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8.2.4. Do payroll disbursement procedures and controls include the following?				
8.2.4.1. Strong encouragement for all employees to receive payroll disbursement through "direct deposit" to their bank account?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8.2.4.2. Keeping the signature plates and use of the payroll check-signing machines under control of the official whose name appears on the signature plate, or under control of an employee to whom that responsibility has been delegated?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No such machines
8.2.4.3. Maintaining a log to reconcile the counter on the check-signing machine with the number of checks issued in each payroll disbursement?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No such machine
8.2.4.4. Maintaining a separate payroll fund, or an imprest-basis payroll bank account?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Payroll fund is maintained as a part of the operating bank account
8.2.4.5. Regularly reconciling the payroll	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	



AREA	N/A	Yes	No	Comments
fund or bank account?				
8.2.4.6. Comparing, by someone independent of the payroll department, payroll check endorsements, on a test basis, with signatures on file?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	All employees receive direct deposit
8.2.4.7. If payment is made in cash, requiring signed receipts; and having someone independent of the payroll department compare the signed receipts, on a test basis, with signatures on file?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No cash payments made
8.2.4.8. Controlling the supply of unused payroll checks?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	All employees receive direct deposit
8.2.4.9. Requiring employees to provide identification before being given checks or pay envelopes?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	All employees receive direct deposit. Only 9 employees so paystubs are distributed to known employees
8.2.4.10. Prohibiting employees from accepting another's pay?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	All employees receive direct deposit
8.2.4.11. Returning unclaimed wages to a custodian independent of the payroll department?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	All employees receive direct deposit
8.2.4.12. Having employees who distribute checks or pay envelopes make a report of unclaimed wages directly to the accounting department?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	All employees receive direct deposit
8.2.4.13. Making payments of unclaimed wages at a later date, only upon presentation of appropriate evidence of employment and with approval by an officer or employee who is not responsible for payroll preparation or time reporting?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	All employees receive direct deposit
8.2.4.14. Comparing W-2 forms to payroll records and mail by employees not otherwise involved in the payroll process?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8.2.4.15. Procedures for investigating returned W-2 forms?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8.2.5. Do general ledger procedures and controls include the following?				
8.2.5.1. Adequate account coding procedures for classification of	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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AREA	N/A	Yes	No	Comments
employ the compensation and benefit costs, so such costs are recorded in the proper general ledger account?				
8.2.5.2. Proper recording or disclosure of accrued liabilities for unpaid employ the compensation and benefit costs?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. ELECTRONIC DATA PROCESSING				
9.1. SEGREGATION OF DUTIES				
9.1.1. Is the EDP department independent from the accounting and operating departments for which it processes data?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Only 1 staff accountant on staff
9.1.2. Are duties within the data-processing function as adequately segregated?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9.2. PROCEDURAL CONTROLS				
9.2.1. Controls over preparation and approval of input transactions outside the EDP department and controls prohibiting the EDP department from initiating transactions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9.2.2. Having the user exercise control procedures over input to ensure all approved input is processed correctly through the system (and only once)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9.2.3. Having controls over on-line systems to restrict access to authorized employees?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9.2.4. On-line systems controls to prevent documents from being keyed into the system more than once and to permit tracing from the computer output to data source and vice versa?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9.2.5. User controls over rejected transactions through the use of a computerized suspense file of rejected transactions or an auxiliary manual system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9.2.6. Procedures within the data processing control function, providing proper control of data between the user and the EDP department?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9.2.7. Program controls over entry of data into on-line systems?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9.2.8. Editing and validation of input data?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9.2.9. Controls for balancing transaction and master files?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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AREA	N/A	Yes	No	Comments
9.2.10. Procedures within the data processing control function concerning review and distribution of output?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9.2.11. Controls over changes to system software?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9.2.12. Procedures to protect against a loss of important files, programs, or equipment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9.2.13. Documentation of the data processing system to provide for continuation of the organization, even if important data processing employees leave?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9.2.14. User-approved written specifications for new systems and modifications to existing application systems?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9.2.15. Procedures to test and implement new systems and to test modifications to existing application systems?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. FINANCIAL REPORTING				
10.1. SEGREGATION OF DUTIES				
10.1.1. Are responsibilities for the final review and approval of financial reports adequately segregated from those for the preparation of the reports?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10.1.2. Are responsibilities for maintaining the general ledger adequately segregated from those for maintaining subsidiary ledgers?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Only 1 staff accountant on staff
10.1.3. Are responsibilities for maintaining the general ledger adequately segregated from those for the custody of assets?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Only 1 staff accountant on staff
10.1.4. Are the responsibilities for preparation and approval functions adequately segregated from those for journal entries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10.1.5. If EDP is used, is the principle of segregation of duties maintained within processing activities?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10.2. PROCEDURAL CONTROLS				
10.2.1. Do general ledger procedures and controls include the following?				
10.2.1.1. A formal plan of organization for the unit of government under which reporting responsibilities are clearly defined and reasonably aligned?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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AREA	N/A	Yes	No	Comments
10.2.1.2. General ledger control over all assets and transactions for all departments of the organization?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10.2.1.3. Written accounting policy and procedural manuals distributed to appropriate personnel?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10.2.1.4. Updating the accounting policy and procedural manuals, as necessary?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10.2.1.5. Procedures to ensure only authorized persons can alter or establish a new accounting principle, policy, or procedure to be used by the organization?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10.2.1.6. Security for accounting records?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10.2.1.7. A formal policy regarding conflicts of interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10.2.1.8. Requiring written representations from appropriate personnel as to compliance with accounting policies and procedures and with ethics policies?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10.2.1.9. Prohibiting loans to officials or employees?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10.2.1.10. Periodically evaluating the adequacy and effectiveness of the internal accounting controls related to the organization's transaction system (procurement, revenues, receivables, etc.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10.2.1.11. Implementing measures to correct weaknesses?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10.2.2. Do closing procedures and controls include the following?				
10.2.2.1. Procedures and policies for closing the accounts for a reporting period, sufficient to ensure accounts are closed, adjusted, and reviewed on a timely basis?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10.2.2.2. Procedures to ensure all accounting systems have included all transactions applicable to the reporting period?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10.2.2.3. Review and approval of valuation reserves or other account	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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AREA	N/A	Yes	No	Comments
balances based on estimates?				
10.2.2.4. Having all journal entries reviewed, approved, and supported by adequate descriptions or documentation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10.2.2.5. Controls to ensure only authorized individuals can initiate entries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10.2.3. Do combining procedures and controls include the following?				
10.2.3.1. Procedures to ensure orderly and effective accumulation of financial data?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10.2.3.2. Procedures for orderly processing of financial data received from departments and other accounting units?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10.2.3.3. Procedures to permit recording and review of special entries generated in the combining process?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10.2.4. Do preparation, review, and approval procedures and controls include the following?				
10.2.4.1. Procedures to ensure financial reports are supported by either underlying account records or other documentation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10.2.4.2. Procedures providing reasonable assurances all data required to be included in legal, as well as public reports, are properly disclosed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10.2.4.3. Procedures to ensure financial reports are prepared on a consistent basis?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10.2.4.4. Review and approval of financial reports at appropriate levels of management and, if appropriate, the governing body before public release?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10.2.4.5. Procedures to ensure all requirements for filing of financial reports are met?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Appendix G, Plan of Operation:

Exhibit G1, RFP Attachment A, Response Template

Exhibit G2, RFP Attachment A-1, Performance Template

ATTACHMENT A – Alternatives to Abortion
RESPONSE TEMPLATE - Updated to Contract Versionn May 2016

Part 1 – Business Proposal - Contract Exhibit G1
Sections 1, 2, 3, 4 and 5
(Reference RFP: §3.15.1)

General Instructions for Completing the Response Template

- A. **First entry** on Attachment A, Response Template is entering Respondent's name in the space provided on the current Pages 3 of the Response Template.
- B. Responses are required in each section and subsection within the template. Take care to enter narrative in the specific area related to the response item it is intended to address.
 - Notes:**
 - 1. The response space will expand as needed to accommodate text entered.
 - 2. Narrative response is entered by clicking on the shaded area text box within the item being addressed.
 - 3. Check boxes will auto fill with a mouse click.
 - 4. Failure to address an item will be a consideration in the evaluation of response.
- C. Only the Executive Summary has a specific page limit. Response to the Executive Summary item is limited to two (2) pages within the template. Information that runs beyond the limit will not be considered.
- D. Response to each item must be presented in a complete but succinct manner, and in as few pages as possible within the Template.
- E. Response must provide information directly addressing the item and specifically related to the services addressed by the RFP.
- F. Evaluation scores are partially determined by Template answers, narrative responses and requested appendix information.
- G. Respondent is responsible for providing sufficient detail to allow item response to be evaluated.
- H. Attach only additional information or documents specifically requested to support the answer or narrative provided.
- I. Any documents that are required by the question or item in the Response Template must be included in the Response Package. Attach this information:
 - 1. Immediately following the Response Template;
 - 2. In the order requested within the Template; and
 - 3. Mark the appendices as instructed within the Template item:
 - i. Identified at the top of each page by the name requested in the Template item; and
 - ii. The section and item number of the item in the Response Template to which the appendix corresponds.
- J. Update the Table of Contents located on page 2 of this document after completing and finalizing all Template response items.



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Name of Respondent: Texas Pregnancy Care Network

Required Response Items

RFP Section Reference

PART 1 – BUSINESS PROPOSAL

3.15.1.

Section 1 – Executive Summary

3.15.1.1.

In this section, condense and highlight the content of the Business Proposal to provide HHSC with a broad understanding of the respondent's approach to meeting the RFP's business requirements. The summary must demonstrate an understanding of HHSC's goals and objectives for this procurement.

Limit the Executive Summary response to no more than two (2) pages within this table and the response space that follows.



Part I, Section I Response:

Texas Pregnancy Care Network (TPCN), the only organization experienced in administering a publicly-funded, statewide alternatives to abortion program in Texas, proposes to continue to be the prime contractor of the Texas Alternative to Abortion Services Program (the Program).¹

If awarded the contract, TPCN is prepared to continue delivery of client services and full Program operations on June 1, 2016, without disruption between contracts.

TPCN has served as the Program's prime contractor since the Program's inception in 2006. During that time, TPCN has achieved the Mission Objectives identified the original RFP and the 2009 RFP. In addition, TPCN:

- Has received 10 consecutive unqualified opinions of its financial management of Program funds from a national CPA firm;
- Has been monitored annually by HHSC, with no material findings of noncompliance received;
- Has consistently maintained Program administrative costs at significantly less than 15% of the awarded funds, per TANF requirements;
- Since the Program inception, has served more than 127,000 clients making over 600,000 visits;
- Has served clients from 189 Texas counties, and residents of those counties account for 99.4% of all abortions in the state according to the latest data available from DSHS;
- Has trained more than 750 pregnancy support counselors on the federal Charitable Choice Provisions Applicable to the Temporary Assistance for Needy Families Program, as well as other Program rules and regulations; and
- Became the first nonprofit organization in Texas to be awarded the Seal of Excellence by the Standards for Excellence Institute, a national initiative that promotes the highest standards of ethics and accountability in nonprofit governance, management, operations, and facilities.

TPCN has taken the Program to these heights by licensing the BriteWorks Pregnancy System, which was developed by TruthWorks, LLC. TPCN holds the license to use BriteWorks PS for the purpose of administering this Program in Texas. If awarded the contract, TPCN will maintain its licensing relationships with TruthWorks in order to efficiently sustain and expand the Program at the lowest possible cost.² TPCN's cost estimates for FYs 2015-16 and 2016-17 are presented in Attachment B, Cost Proposal.

TPCN's comprehensive pregnancy and parenting support program improves the quality of available services to the women of Texas. By increasing access to information on pregnancy, parenting skills, adoption, and referrals, TPCN empowers women to feel confident and prepared in choosing childbirth, rather than succumbing to internal or external pressures to abort their pregnancy.

The Features & Benefits Table below summarizes some of TPCN's key strengths in support of this Proposal:

¹ TPCN's proposal assumes that, as in HHSC Contract #529-06-0277-00001, as amended: 1) the purpose of the program remains to promote childbirth rather than abortion to women who are pregnant and may be undecided about whether or not to have the child; and 2) consistent with this purpose, providing abortions, or providing information



about abortions or referrals to abortion services is inconsistent with the purposes of the Program; and that abortion may, however, be discussed in the context of promoting childbirth rather than abortion. For all assumptions underlying this proposal, please see Section Five: Assumptions.

² Any BriteWorks materials that belong to TruthWorks shall remain the exclusive property of TruthWorks and shall not be deemed a “Deliverable” under the Agreement. BriteWorks PS includes the following copyrighted and proprietary materials: all software, documents, forms, checklists, staff training materials, Service Provider program manuals, billing systems, procedures, reports, accounting manuals, and program management tools used to administer a statewide Alternative to Abortion Services Program. **BriteWorks PS is specifically exempt from sections 3.7 of the TX HHSC RFP No. 529-16-0004, as well as section 16.04 of the Uniform Terms and Conditions, if applicable.**



TPCN Features	Program Benefits
Ten years of direct experience operating publicly-funded statewide alternatives to program in Texas	Program avoids growing pains associated with startup, rollout, and implementation; administrative overhead less than 8%
Staff in place with cumulative 38 years of operating publicly-funded statewide alternatives to abortion program in Texas	No learning curve for new staff members; Very experienced staff in place to continue delivering program oversight beginning June 1, 2016
Existing statewide network of competent Providers with at least 107 locations already trained in Program rules and procedures	Client services continue without disruption beginning June 1, 2016
Personnel, equipment, policies, systems, and facilities required to administer statewide services are already in place	No capital or startup expenditures required; client services continue without disruption beginning June 1, 2016; more funds dedicated to serve women of Texas
Client-centered approach to services delivery	Compassionate services free of judgment or politics
Holds license to BriteWorks Pregnancy System	Proven system with state-of-the-art technology enables efficient delivery of services and maintains strong accountability features
Monitoring Provider activity in real time	BriteWorks PS allows TPCN to monitor client services and invoicing in real-time to ensure program transparency and accountability.
Received 10 consecutive unqualified opinions from CPA audits	Public trust in prime contractor as responsible steward of taxpayer funds
First non-profit organization in Texas to receive Seal of Excellence® in recognition for meeting highest standards of ethics and accountability	Public trust in prime contractor as ethical and accountable organization
Corporate officers and directors with business, legal, accounting, non-profit, and medical backgrounds	Prepared to meet variety of challenges inherent to administering publicly funded pregnancy and parenting support program
Centralized statewide operations: administration, education, and outreach	Efficiency and cost-savings; Providers are left to do what they do best, which is care for their clients



Name of Respondent: Texas Pregnancy Care Network

Section 2 – Corporate Background and Experience

3.15.1.2.

Describe in this section details of Respondent's corporate (business) background and experience. If the respondent proposes to use subcontractors, it must describe any existing or ongoing relationships with the subcontractors, including project descriptions. This section should include information to highlight respondent's corporate background and experience as it relates to projects similar in scope and complexity to the project described in this RFP including but not limited to:

- A. Past performance;
- B. Reliability; and
- C. Quality of services provided.

In addition to the narrative response provided here complete, include and appropriately identify the following Appendices:

- A. Corporate References (Appendix I-A)
- B. Staff Résumés (Appendix I-B)
- C. Project Staff References (Appendix I-C)

Respond to question below in the space provided.



Part 1, Section 2 Response

Texas Pregnancy Care Network (TPCN) is a Texas registered, IRS 501(c)3 non-profit corporation at 1101 South Capital of Texas Highway, Building K, Suite 250, Austin, Texas 78746 with Federal ID number 76-0802397. Fundamental to TPCN's mission is the active promotion of childbirth for women who are undecided about whether or not to have the child. Specifically, TPCN's mission is to assist pregnant women and their families in need of compassionate, practical, and life-affirming alternatives to abortion.

A current financial statement, together with audited financial reports from the past two years, are included with this proposal to demonstrate TPCN's financial preparedness to fulfill the requirements of this procurement.

The business affairs of TPCN are managed by a Board of Directors, and daily execution of Board approved policies and procedures is carried out by TPCN's Executive Director. Except as otherwise required by law, the sole control of the corporation (management, affairs, and property) is vested in the Board of Directors.

The current TPCN Board of Directors is as follows: David Uhrbrock, M.D., Chairman; Tom Umstattd, CPA, Treasurer; Emily Taylor, Secretary; Joseph P. Kerwin, M.D., Member and Past Chairman; Robert Kershaw, Esq., Member; John Porterfield, CPA, Member, and Patty Blaszk, Member. Executive Director John McNamara, Esq. is designated to sign the contract with HHSC; Mr. McNamara is the point of contact for this proposal. Mr. McNamara's email address is john@texaspregnancy.org; phone number: 512.637.7011; fax: 512.637.7012.

Executive management for the Program will continue to be accomplished by the Executive Director, a licensed Texas attorney. In addition to day to day operations, the Executive Director will again be responsible for satisfying all requirements of the \$9.15 million per year contract and will continue to serve as the primary point of contact between TPCN and HHSC. Administrative personnel to support the new contract will consist of a full-time Executive Director, Program Director, Accountant, Operations Coordinator and Administrative Assistant.

In order to significantly expand services in FY 2015-16, services-support personnel has been expanded in FY 2015-16 to ensure that best in class compliance, accountability, and training efforts will continue in the Program. The services-support personnel will consist of a full-time Statewide Quality Control Manager, two Program Compliance Managers, a Provider Screening Manager, a Program Services Manager and an Education Coordinator. In total, the Program will require eleven full-time staff to administer the Program on a statewide basis in FY 2015-16.

TPCN will not subcontract program operations to any other entity. As in the current contract, however, TPCN will subcontract the task of direct client services delivery to its Provider network, which consists of 107 Texas locations in every HHSC region of the state. This network includes maternity homes, pregnancy centers, adoption agencies, and social service agencies across Texas. All Providers deliver core services of promoting childbirth rather than abortion at the time of first contact with TPCN. Standards regarding Provider corporate background and experience are uniform: all subcontractors must be non-profit, 501(c)3 organizations with a minimum of 1 year of operational experience providing core Program services, which consist of counseling and mentoring in support of childbirth. Subcontracted Providers must have, as a fundamental part of their mission, a commitment to actively promoting childbirth rather than abortion for women who are undecided about whether or not to have the child. In addition, all subcontracted Providers must meet the extensive participation standards.



Name of Respondent: Texas Pregnancy Care Network

TPCN has served as the Program's prime contractor since the Program's beginning in 2006. Since that time, the Program has achieved marked growth:

Figure 1: Clients Served by Fiscal Year, since Program Inception

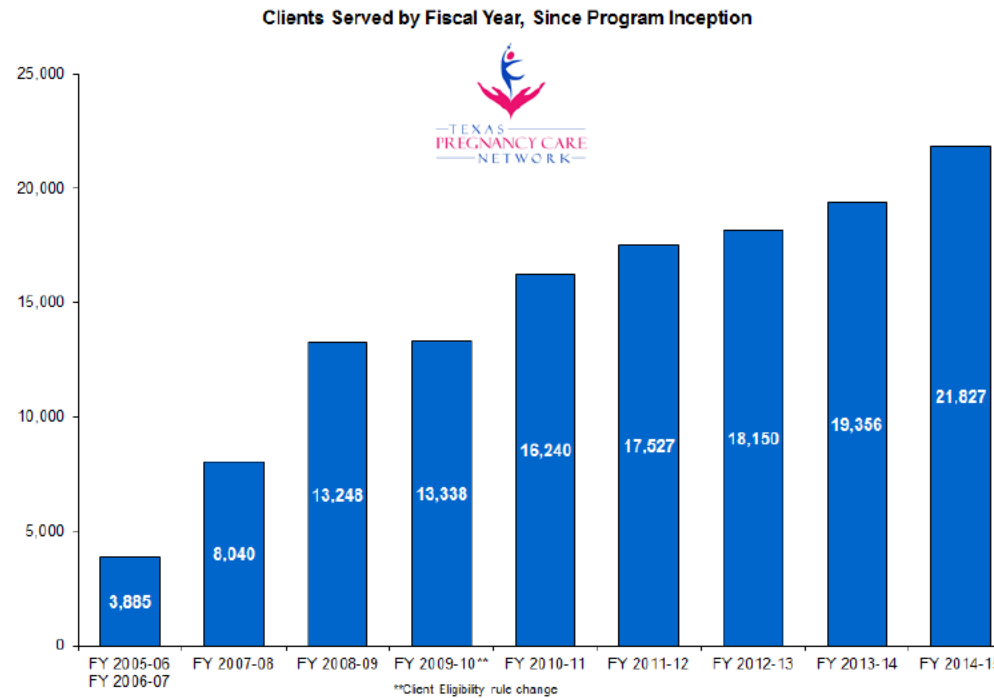
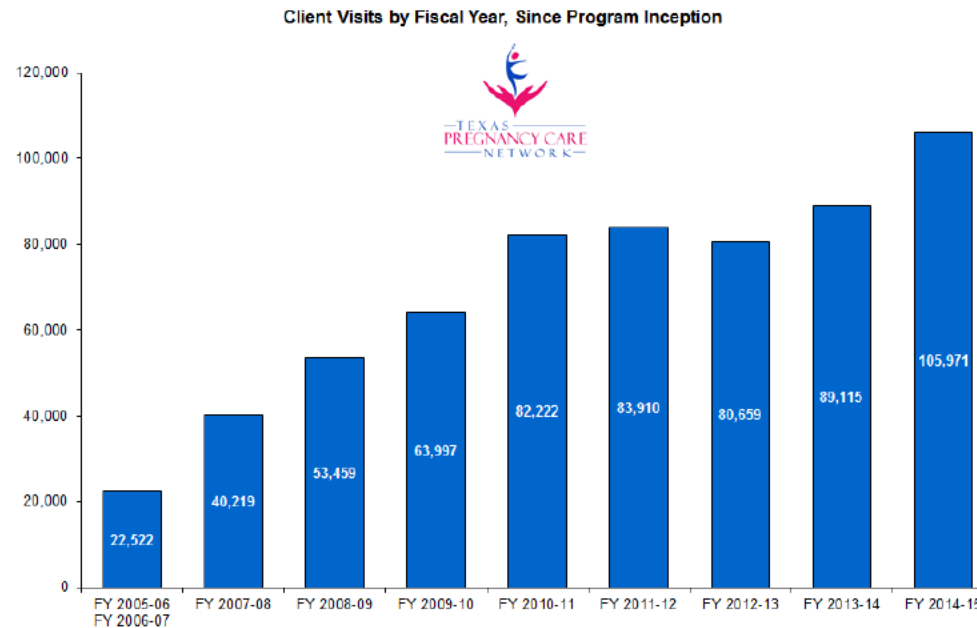


Figure 2: Client Visits by Fiscal Year, since Program Inception ("Program Workload")



Name of Respondent: Texas Pregnancy Care Network



TPCN has achieved this growth due to its expanding network of Providers. Today, 107 Provider locations are actively delivering services statewide, with multiple applications for additional locations currently under review. Further discussion of Provider expansion can be found below.

The Program also is achieving greater cost efficiency over time. Reimbursements to client services have increased more than 97% since the last Program RFP, while Administrative costs have only increased 28%. Total administrative costs have decreased from 11.6% of Program costs to 8.1% of Program costs. TPCN projects this trend to continue in the follow-on contract, with Administrative costs expected to represent less than 7.5% of Program costs, despite the overall Program budget increasing 78%.



Name of Respondent: Texas Pregnancy Care Network

Table 1: Past Performance, By the Numbers

<i>Increase in number of women served, FY 2008-09 through current year:</i>	<i>65%</i>
<i>Administrative costs as a percentage of overall Program cost, FY 2014-15:</i>	<i>8.1%</i>
<i>Number of active Provider locations, current year:</i>	<i>107</i>

In addition to steady growth and efficiency, TPCN has successfully achieved the Mission Objectives identified by the Program and Administrative Services Request for Proposal issued in 2009. Most of these achievements are identified specifically in following sections. Several noteworthy achievements, however, are briefly highlighted here.

First, TPCN has demonstrated that it is a responsible steward of public funds. This is indicated primarily by its nine consecutive CPA audits resulting in unqualified opinions. Regular monitorings of TPCN by representatives of HHSC have similarly resulted in no contract violations.

Second, TPCN has demonstrated that it is a leader in nonprofit excellence and accountability, and is therefore uniquely qualified to administer a publicly funded program. In 2009, TPCN became the first non-profit organization in Texas to receive the Seal of Excellence, in recognition for its compliance with 55 standards comprising the Standards for Excellence: An Ethics and Accountability Code for the Nonprofit Sector, designed by the Standards for Excellence Institute. Based in Maryland, the Standards for Excellence Institute is a national initiative that promotes the highest standards of ethics and accountability in nonprofit governance, management, operations, and facilities. The Seal of Excellence was awarded following a comprehensive review of TPCN by a team of expert peer-reviewers over a 10-month period. In 2014, TPCN again underwent a full review by the Standards for Excellence Institute, and the Seal of Excellence was once again awarded to TPCN for a five year renewal period.

TPCN is a legally separate entity from any abortion-service provider. It has no legal relationship with an abortion services provider of any sort. TPCN's name does not include and is not similar to the name of any abortion-services provider, affiliate, or any entity that engages in pro-abortion advocacy. TPCN has not contracted with or transferred any funds, through gift or payment, to an abortion-services provider or affiliate. TPCN does not share any employees or members of its governing body with an abortion-services provider or affiliate. TPCN is not located at the same physical location or within 1,000 feet of an abortion-services provider or affiliate. TPCN does not display or use the names or trademarks of any abortion-services provider or affiliate; nor does TPCN advocate in favor of abortion services. Finally, TPCN does not recommend abortion as an option for pregnant women.



Name of Respondent: Texas Pregnancy Care Network

As the prime contractor for the Texas Alternative to Abortion Services Program, TPCN has demonstrated it is not only experienced and accountable, but also poised in the face of the scrutiny that comes with work related to the abortion issue. If awarded the contract, TPCN will continue to focus on delivering quality client services, maintaining accountability to the public, and representing the Program with excellence.

Name of Respondent: Texas Pregnancy Care Network

Required Response Items

RFP Section Reference

PART 1 – BUSINESS PROPOSAL

3.15.1.

Section 3-A – Project Work Plan-Development of Statewide Network

2.1.1.; 2.1.5.A.; 2.5.1.A.a.; 3.15.1.3.

Describe your approach to development of a network of service providers that will provide statewide coverage, preferably in every county.

Respond to question below in the space provided.



Part 1, Section 3-A. Response

TPCN has everything in place to continue to administer this Program utilizing its network of subcontracted Providers, on a statewide basis and without interruption, beginning June 1, 2016. TPCN already has the personnel, equipment, policies, licensed systems, and facilities required to administer this contract. No capital or startup expenditures are required. Therefore, increased appropriated funds are dedicated to client services rather than Program administration.

TPCN has the know-how required not only to immediately begin Program services, but also to sustain and expand them throughout the lifetime of the contract term. TPCN is the only organization in Texas with experience in administering a statewide, publicly-funded alternatives to abortion program.

The result of TPCN's own experience and expertise is programmatic efficiency that would be only available from TPCN. TPCN estimates that its FYs 2015-16 & 2016-17 Administrative costs will represent less than 7.5% of the overall award.

Because TPCN already has everything in place to administer this Program, program development will be concentrated not on startup and implementation, which has already been achieved, but instead on expansion and enhancements.

TPCN has established professional relationships with a defined network of 107 approved Provider locations that are already trained and oriented to the Program, and prepared to continue client services throughout 2015-16 and thereafter. New Providers will be trained and oriented throughout each contract year as they are approved by TPCN for participation. As with any program transitioning between contracts, the most important consideration is to minimize or altogether prevent interruption of services. TPCN and its Providers will be ready from day 1, seamlessly providing maximum benefits to clients, and maximum savings to the State of Texas.

The TPCN Provider network is exceptionally qualified to provide client services. Each Provider goes through a rigorous evaluation to ensure that they have the highest standards and offer world-class, compassionate client services. An initial Alignment Survey is completed by any potential provider that would like to learn more about becoming a Program Provider. The Alignment Survey includes a general list of Program requirements and ensures that a potential provider has at least the minimum program standards.

If an organization intends to become a Provider for the Program, the organization must apply for the Program by submitting the Full Evaluation Survey, a lengthy list of documents and policies concerning corporate structure, employee policies and client services policies. A sampling (non-comprehensive) of some of the requirements and proof required are:

- ❖ Non-profit, tax exempt entity registered as an IRS 501(c)3 organization;
- ❖ Governed by a Board of Directors that meets regularly, maintains minutes of its activities, and is free of conflicts of interests;
- ❖ Adequately insured, with policies meeting State requirements;
- ❖ Been delivering client services for at least one year prior to its application;
- ❖ Demonstrates through client records, its mission statement, or other sources that it promotes childbirth rather than abortion as a response to an unplanned pregnancy;



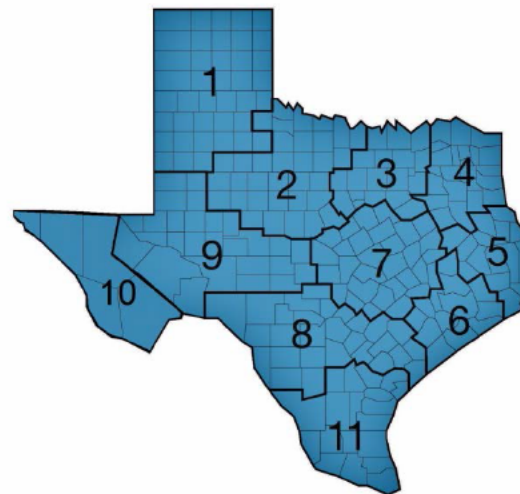
Name of Respondent: Texas Pregnancy Care Network

- ❖ Provides information, education, counseling, and mentoring that promotes childbirth;
- ❖ Agrees that it does not promote, refer, or provide abortions to clients;
- ❖ Provides its services to clients free of charge;
- ❖ Provides services that are non-coercive and non-judgmental;
- ❖ Does not disparage parenting in favor of adoption, nor disparages adoption in favor of parenting;
- ❖ Agrees that support information involving medical topics is accurate, current, and referenced to objectively legitimate sources;
- ❖ Practices policies and procedures that protect client confidentiality; and
- ❖ Has procedures in place to let clients know how they can express grievances regarding the quality of services they have received.

TPCN visits each potential provider a minimum of three times prior to the provider being able to deliver Program services. The visits are to ensure that the organization and its board of directors have the highest of standards, that the facilities are safe and acceptable for delivery of client services, and that staff and volunteers are adequately trained in Program operations.

TPCN has contracts in place with Providers located in all 11 HHSC Regions. See Figure 4.

Figure 4: Current Contracted HHSC Regions (Shaded)





Name of Respondent: Texas Pregnancy Care Network

The following is a list of all subcontracted Provider locations:

Count	Name	City	Zip	County	Region	Type
1	Children's Connections Inc. - Amarillo	Amarillo	79109	Potter	1	AA
2	Children's Connections Inc. - Lubbock	Lubbock	79423	Lubbock	1	AA
3	Hope Cottage - Lubbock	Lubbock	79412	Lubbock	1	PC
4	Children's Connections Inc. - Abilene	Abilene	79606	Taylor	2	AA
5	Children's Connections Inc. - Wichita Falls	Wichita Falls	76310	Wichita	2	AA
6	Pregnancy Resources of Abilene	Abilene	79603	Taylor	2	PC
7	The Open Door Pregnancy Center - Breckenridge	Breckenridge	76424	Stephens	2	PC
8	The Open Door Pregnancy Center - Cisco	Cisco	76437	Eastland	2	PC
9	Birth Choice	Dallas	75243	Dallas	3	PC
10	Catholic Charities of Dallas - Main	Dallas	75243	Dallas	3	AA
11	Catholic Charities of Dallas - West Dallas Family Service Ctr.	Dallas	75212	Dallas	3	AA
12	Children & Family Institute - Dallas	Dallas	75232	Dallas	3	AA
13	Children & Family Institute - Ft. Worth	Fort Worth	76011	Tarrant	3	AA
14	Children's Connections Inc. - Dallas	Dallas	75209	Dallas	3	AA
15	Children's Connections Inc. - Ft. Worth	Fort Worth	76102	Tarrant	3	AA
16	Children's Connections Inc. - Gainesville	Gainesville	76240	Cooke	3	AA
17	Family Care Connection - South Dallas	Dallas	75237	Dallas	3	SS
18	Family Care Connection - Main Office	Dallas	75237	Dallas	3	SS
19	Family Care Connection - West Dallas	Dallas	75212	Dallas	3	SS
20	First Look	Waxahachie	75165	Ellis	3	PC
21	Gladney Center for Adoption	Fort Worth	76132	Tarrant	3	AA
22	Hope Cottage - Dallas	Dallas	75204	Dallas	3	AA
23	Involved for Life - Downtown Pregnancy Center	Dallas	75201	Dallas	3	PC
24	Involved for Life - Uptown Women's Center	Dallas	75204	Dallas	3	PC
25	Low Birth Weight Development Center	Dallas	75211	Dallas	3	SS

Alternatives to Abortion

RFP #529-16-0004

Attachment A: Response Template



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Name of Respondent: Texas Pregnancy Care Network

26	Metroplex Mobile Pregnancy Clinic	Arlington	76010	Tarrant	3	PC
27	Metroplex Women's Clinic - Mansfield	Mansfield	76063	Tarrant	3	PC
28	Metroplex Women's Clinic - North	Arlington	76012	Tarrant	3	PC
29	Metroplex Women's Clinic - Southeast	Arlington	76018	Tarrant	3	PC
30	Metroplex Women's Clinic - Southwest	Arlington	76017	Tarrant	3	PC
31	Raffa Clinic - Commerce	Greenville	75401	Hunt	3	PC
32	Children's Connections Inc. - Texarkana	Texarkana	75503	Bowie	4	AA
33	Children's Connections Inc. - Tyler	Tyler	75701	Smith	4	AA
34	Expectant Heart Pregnancy Resource Center	Longview	75604	Gregg	4	PC
35	Expectant Heart Pregnancy Resource Center II	Longview	75601	Gregg	4	PC
36	First Choice Pregnancy Resource Center	Texarkana	75501	Bowie	4	PC
37	Living Alternatives of Jacksonville	Jacksonville	75766	Cherokee	4	PC
38	Living Alternatives of Palestine	Palestine	75801	Anderson	4	PC
39	Paris Pregnancy Care Center	Paris	75460	Lamar	4	PC
40	Paris Pregnancy Care Center of Red River County	Clarksville	75426	Red River	4	PC
41	Raffa Clinic - Quinlan	Quinlan	75474	Hunt	4	PC
42	Children's Connections Inc. - Beaumont	Beaumont	77707	Jefferson	5	AA
43	Children's Connections Inc. - Lufkin	Lufkin	75904	Angelina	5	AA
44	Living Alternatives of Palestine - Crockett	Crockett	75835	Crockett	5	PC
45	Pregnancy Help Center of Lufkin	Lufkin	75904	Angelina	5	PC
46	Anchor Point - League City	League City	77573	Galveston	6	PC
47	Anchor Point - Seabrook	Seabrook	77586	Harris	6	PC
48	Catholic Charities of the Archdiocese of Galveston-Houston - Central Office	Houston	77006	Harris	6	SS
49	Catholic Charities of the Archdiocese of Galveston-Houston - Mamie George Community Center	Richmond	77469	Harris	6	SS
50	Catholic Charities of the Archdiocese of Galveston-Houston - Moran Health Center	Houston	77002	Harris	6	SS
51	Catholic Charities of the Archdiocese of Galveston-Houston - Rio Bend Richmond	Stafford	77477	Ft. Bend	6	SS

Alternatives to Abortion

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Attachment A: Response Template



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Name of Respondent: Texas Pregnancy Care Network

52	Children's Connections Inc. - Houston	Houston	77098	Harris	6	AA
53	Houston Pregnancy Help Center - Downtown	Houston	77004	Harris	6	PC
54	Houston Pregnancy Help Center - Fifth Ward	Houston	77020	Harris	6	PC
55	The Source for Women - Galleria	Houston	77057	Harris	6	PC
56	The Source for Women - Northeast	Houston	77093	Harris	6	PC
57	The Source for Women - Spring Branch	Houston	77055	Harris	6	PC
58	Waller Pregnancy Care Center	Waller	77484	Waller	6	PC
59	Annunciation Maternity Home	Georgetown	78628	Williamson	7	RU
60	Austin LifeCare	Austin	78757	Travis	7	PC
61	Care Net of Central Texas Medical Services	Waco	76710	McLennan	7	PC
62	Care Net Pregnancy Support Center and Guesthouse	Waco	76701	McLennan	7	RU
63	Catholic Charities of Central Texas - Counseling Services	Austin	78754	Travis	7	SS
64	Central Texas LifeCare – Main	San Marcos	78666	Hays	7	PC
65	Central Texas LifeCare – Ranch	San Marcos	78666	Caldwell	7	RU
66	Children's Connections Inc. - Austin	Austin	78757	Travis	7	AA
67	Children's Connections Inc. - Bryan	Bryan	77802	Brazos	7	AA
68	Children's Connections Inc. - Killeen	Killeen	76542	Bell	7	AA
69	Children's Connections Inc. - San Marcos	San Marcos	78666	Hays	7	AA
70	Children's Connections Inc. - Waco	Waco	76710	McLennan	7	AA
71	Gabriel Project Life Center - Austin	Austin	78754	Travis	7	PC
72	Gabriel Project Life Center - Brazos Valley	Bryan	77801	Brazos	7	PC
73	Our Lady of the Angels Maternity Shelter	Temple	76504	Bell	7	RU
74	Pregnancy Help Center of Williamson County	Georgetown	78626	Williamson	7	PC
75	St. John Paul II Life Center	Austin	78731	Travis	7	PC
76	A Woman's Haven	San Antonio	78240	Bexar	8	PC
77	Catholic Counseling & Consultation Center	San Antonio	78205	Bexar	8	SS
78	Children's Connections Inc. - Eagle Pass	Eagle Pass	78852	Maverick	8	AA
79	Children's Connections Inc. - San Antonio	San Antonio	78212	Bexar	8	AA

Alternatives to Abortion

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Attachment A: Response Template



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Name of Respondent: Texas Pregnancy Care Network

80	Children's Connections Inc. - Victoria	Victoria	77904	Victoria	8	AA
81	Guadalupe Home	San Antonio	78207	Bexar	8	RU
82	Life Choices Medical Clinic	San Antonio	78238	Bexar	8	PC
83	Providence Place	San Antonio	78240	Bexar	8	AA
84	SAMMinistries - Blanco	San Antonio	78216	Bexar	8	RU
85	SAMMinistries - Haven	San Antonio	78207	Bexar	8	SS
86	SAMMinistries - Piedras	San Antonio	78228	Bexar	8	SS
87	San Antonio Birth Doulas	San Antonio	78207	Bexar	8	SS
88	Seton Home	San Antonio	78210	Bexar	8	RU
89	St Jude's Ranch for Children - Bulverde	Bulverde	78163	Comal	8	SS
90	St Jude's Ranch for Children - New Braunfels	New Braunfels	78132	Comal	8	RU
91	St Jude's Ranch for Children - San Antonio	San Antonio	78217	Bexar	8	SS
92	Children's Connections Inc. - Midland	Midland	79705	Midland	9	AA
93	Children's Connections Inc. - San Angelo	San Angelo	76904	Tom Green	9	AA
94	The Life Center - Andrews	Andrews	79714	Andrews	9	PC
95	The Life Center - Big Spring	Big Spring	79720	Howard	9	PC
96	The Life Center - Midland	Midland	79701	Midland	9	PC
97	The Life Center - Odessa	Odessa	79761	Ector	9	PC
98	Children's Connections Inc. - El Paso	El Paso	79901	El Paso	10	AA
99	Hope Cottage - El Paso	El Paso	79902	El Paso	10	PC
100	Catholic Charities of the Rio Grande Valley - Brownsville Office	Brownsville	78520	Cameron	11	SS
101	Catholic Charities of the Rio Grande Valley - San Juan Office	San Juan	78589	Hidalgo	11	SS
102	Children's Connections Inc. - Corpus Christi	Corpus Christi	78415	Nueces	11	AA
103	Children's Connections Inc. - Edinburg	Edinburg	78539	Hidalgo	11	AA
104	Children's Connections Inc. - Laredo	Laredo	78045	Webb	11	AA
105	Corpus Christi Hope House	Corpus Christi	78404	Nueces	11	RU
106	Gift of Life Pregnancy Center	Brownsville	78521	Cameron	11	PC
107	Gift of Life Pregnancy Center - Harlingen	Harlingen	78550	Cameron	11	PC



Name of Respondent: Texas Pregnancy Care Network

AA=Adoption Agency: Primarily provides adoption services, but also provides pregnancy and parenting education and counseling

RU=Residential Unit: Primarily provides residential care for pregnant women which includes pregnancy and parenting counseling, education, and material assistance

PC=Pregnancy Center: Primarily provides pregnancy and parenting counseling, education and material assistance

SS=Social Services Provider: Primarily provides pregnancy and parenting counseling, education and material assistance in a case worker model

This subcontractor network has been thoroughly screened with the highest of standards to ensure that the Providers can meet the requirements of delivering Program services. The result has been ten years of very successful Program operations.

In sum, TPCN has already developed a statewide subcontractor network of Providers to provide Program services that will be able to continue to deliver uninterrupted services to Texas clients in at least 107 locations on June 1, 2016. TPCN continues to grow, develop and support this network, and will see significant growth in the network during the last three months of Fiscal Year 2016.

Section 3-B – Project Work Plan- Sufficient Coverage

2.1.1.2; 2.1.5,B; 2.5.1,A,b; 3.15.1.3.

Describe your approach to ensuring sufficient direct service coverage based on need in any given service area.

Respond to question below in the space provided.

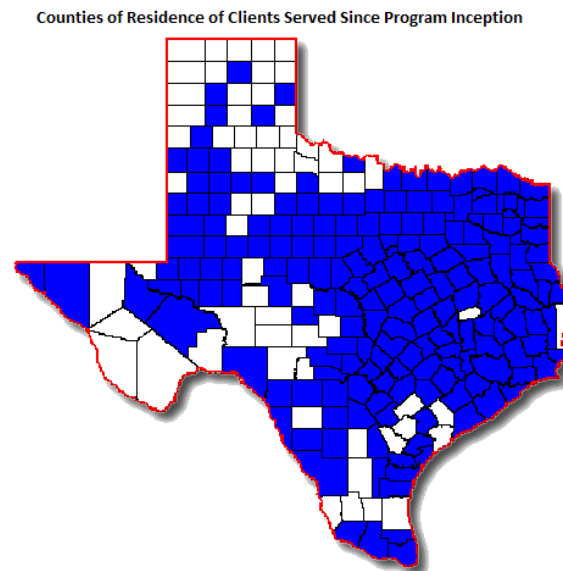


Part 1, Section 3-B. Response

If awarded the contract, TPCN will continue to execute the Program design already in place, while focusing to continue the Program's expansion and enhancement on a statewide level.

TPCN is already providing a statewide Program, with services available in 107 statewide locations in very close proximity to every county of the state. Clients can visit a Provider with little client effort or transportation necessary. See Figure 5.

Figure 5: Clients by County of Origin (Shaded), since Program Inception



TPCN has provided Program services to clients that reside in the following counties:

Anderson	Castro	Erath	Hays	Knox	Mitchell	Rusk	Upton
Andrews	Chambers	Falls	Henderson	Lamar	Montague	Sabine	Uvalde
Angelina	Cherokee	Fannin	Hidalgo	Lamb	Montgomery	San Augustine	Val Verde
Aransas	Coke	Fayette	Hill	Lampasas	Morris	San Jacinto	Van Zandt
Atascosa	Coleman	Fisher	Hockley	La Salle	Nacogdoches	San Patricio	Victoria



Name of Respondent: Texas Pregnancy Care Network

Austin	Collin	Fort Bend	Hood	Lavaca	Navarro	San Saba	Walker
Bailey	Colorado	Franklin	Hopkins	Lee	Nolan	Scurry	Waller
Bandera	Comal	Freestone	Houston	Leon	Nueces	Shackelford	Ward
Bastrop	Comanche	Frio	Howard	Liberty	Orange	Shelby	Washington
Bell	Cooke	Gaines	Hudspeth	Limestone	Palo Pinto	Smith	Webb
Bexar	Coryell	Galveston	Hunt	Live Oak	Panola	Somervell	Wharton
Blanco	Crane	Gillespie	Hutchinson	Llano	Parker	Starr	Wheeler
Bosque	Crosby	Glasscock	Jack	Lubbock	Pecos	Stephens	Wichita
Bowie	Dallas	Gonzales	Jasper	Lynn	Polk	Stonewall	Willacy
Brazoria	Dawson	Grayson	Jefferson	Marion	Potter	Tarrant	Williamson
Brazos	Delta	Gregg	Jim Wells	Martin	Rains	Taylor	Wilson
Brown	Denton	Grimes	Johnson	Matagorda	Randall	Terry	Winkler
Burleson	Dickens	Guadalupe	Jones	Maverick	Reagan	Throckmorton	Wise
Burnet	Dimmit	Hale	Karnes	McCulloch	Red River	Titus	Wood
Caldwell	Donley	Hamilton	Kaufman	McLennan	Reeves	Tom Green	Yoakum
Callahan	Eastland	Hardin	Kendall	Medina	Refugio	Travis	Young
Cameron	Ector	Harris	Kerr	Midland	Robertson	Trinity	
Camp	Ellis	Harrison	Kinney	Milam	Rockwall	Tyler	
Cass	El Paso	Haskell	Kleberg	Mills	Runnels	Upshur	

Most importantly, TPCN is reaching the clients most in need of services. Clients from 189 Texas counties have received Program services, and residents of those counties accounted for 99.4% of all abortions in the state according to the latest data available from DSHS.³

Further, the highest percentage of Program clients are ages 20-24, which corresponds to the highest percentage of women by age seeking abortions in Texas.⁴ Thus, TPCN has already achieved a network of Providers that are accessible to the clients with the greatest need for pregnancy support.

³ Texas Department of State Health Services, Vital Statistics 2013 Annual Report, Table 34, "Induced Terminations of Pregnancy by Age and County of Residence."

⁴ Texas Department of State Health Services, Vital Statistics 2013 Annual Report, Table 34, "Induced Terminations of Pregnancy by Age and County of Residence."



Name of Respondent: Texas Pregnancy Care Network

TPCN brings 10 years of experience in operating a very successful publically funded Alternative to Abortion Program in Texas. One of the important lessons from this experience is that many potential providers across the state do not have the infrastructure in place to meet the very high standards necessary to be a Provider in a publically funded Alternative to Abortion program. Bringing these types of Providers into the Program would jeopardize the overall Program in favor of “direct services in each county”. This is simply not a risk that TPCN is willing to take, especially when the above statistics show that TPCN’s current very high-standard Provider network is providing “sufficient coverage for the potential need,” serving clients from counties where 99.4% of abortions in Texas are occurring. TPCN will aggressively continue to expand its network of Program Providers, but it will not do so in a manner that will in any way jeopardize the quality of program services.

Despite already having a very thorough and complete statewide Alternative to Abortion network of Providers, TPCN is vigorously pursuing expansion of services for the Program. This expansion is focused on two distinct targets: 1) Expansion of services utilizing TPCN’s existing Provider network, and 2) Expansion of services utilizing new potential providers for the Program.

First, TPCN has a well vetted, experienced group of Providers that are capable of significantly expanding Program services. TPCN is actively encouraging the boards of directors of its existing Provider network to strategically consider how they can: i) serve new clients, ii) provide more support services to clients, and iii) serve new and underserved areas. TPCN has had a series of meetings with each Provider to encourage this process and is actively tracking the progress of each Provider to its goals.

To further assist current Provider Program expansion into under-served regions, one strategy TPCN will pursue with HHSC’s approval is New Location Development. This strategy is to have an established Provider, in good standing, open a “satellite” location in an under-served region. Program funds are advanced to the Provider to assist with capital and expansion costs. Enforced by contract, the Provider then earns back the advance funds throughout the lifetime of the contract by delivering Program services equivalent to the value of the advanced funds.

Second, TPCN is actively recruiting and screening new Providers to join its statewide network of Providers. In September and October 2015, TPCN hosted a series of fifteen statewide meeting to educate new potential providers about the Program. The meetings were held in Dallas, Ft. Worth, Houston, Waco, Beaumont, San Antonio, Harlingen, Midland, Amarillo, Lubbock and other locations. Over 40 new potential providers attended these meetings and dozens more requested information about the Program. TPCN currently has seven applications from potential providers pending and expects many more in the coming months. All of these applications will be carefully vetted to ensure that the Providers meet the Program’s very high standards, but TPCN is confident that it will be significantly expanding its network of Providers in Fiscal Year 2016. Of the many potential providers that are applying to become a Provider, many are located in regions of Texas where more Providers would be beneficial. This includes the Panhandle, far West Texas, and South Texas.

In sum, TPCN’s current existing network of 107 Provider locations provides significant reach of the Program into every part of the State. This network has served clients residing in counties where 99.4% of the abortions in the state are occurring. The few non-populous counties from which a client has not yet been served will soon be seeing the addition of new Providers nearby to offer more convenient services within the current biennium. This will be accomplished by TPCN in a manner that will always favor quality Providers over a potentially unqualified larger quantity of Providers.



Name of Respondent: Texas Pregnancy Care Network

Section 3-C – Project Work Plan- Training and Maintenance

2.1.1; 2.1.5,C; 2.5.1,A,c; 3.15.1.3.

Describe your approach to providing initial and ongoing training to and maintenance of the provider network

Respond to question below in the space provided.



Part I, Section 3-C. Response

Orientation and training are hallmarks of successful client service programs. TPCN invests significant time and energy in training its staff and its Provider network to ensure that all fully understand all Program requirements.

Mastery of Program knowledge must start with TPCN's own staff, so each new hire to TPCN goes through a minimum two week training program to ensure that they fully understand the Program. Some of the training is general Program training, and then much of it is customized to the specific job duties of the position. The Executive Director provides most of the training directly and oversees the entire staff training process.

Before they are permitted to participate in the Program, Provider's staff and volunteers are required to undergo initial in-depth Program training in compliance, including training on the Charitable Choice Provisions applicable to TANF. Training is conducted in-person by TPCN at the Provider's location. The training lasts approximately six to seven hours.

TPCN is committed to ensuring compliance with federal rules regarding the receipt of TANF funds by faith-based organizations. TPCN's Executive Director, a licensed attorney, personally oversees the training of every Provider on TPCN's Charitable Choice Act – Faith-Based Organization Policy. That Policy is as follows:

Per the Charitable Choice Act, Providers may retain their religious character, select board members on a religious basis, and include religious references in their mission statements and other governing documents. However, if an organization conducts religious or spiritual activities, it must do so separately, in time or location, from Program-reimbursable activities. Further, written educational materials that are spiritual in nature must also be separated from secular materials wherever accessible to clients within the Provider's facilities.

In addition, TPCN requires that Providers deliver Program services using a different counselor or mentor than the person who delivers spiritual or religious services to a client. This "separate counselor" requirement is a client-centered policy that is unique to publicly-funded social services programming in Texas. It ensures clients receiving Program services never feel pressured by the person delivering those services to participate in religious activities.

If a client does elect to participate in religious activities, she must sign a consent form expressing she does so freely, and understands that she is still eligible for Program services even if she opts out of religious services at any time. This informed consent must be obtained by the Provider before spiritual services can begin.

Once training is complete, Provider staff must certify that they have undergone required background checks, which must be renewed annually. Other staff certifications, including agreements to follow policies on non-discrimination, confidentiality, and limited English, are also required before any individual is permitted to deliver Program-reimbursable services. Finally, each counselor/educator must certify that he/she has read the entire Program Compliance Manual in full prior to billing for any services.



Name of Respondent: Texas Pregnancy Care Network

In addition to their initial training, all Providers must also attend annual retraining to review Program requirements and compliance measures, and to receive instruction on new requirements, if any.

Orientation and training of TPCN staff and subcontracted Providers receives the highest of priorities from TPCN. Ten years of experience has shown TPCN the importance of conducting extensive training up-front. This investment “pays dividends” down the road in terms of less compliance issues going forward. TPCN will continue to hold extensive training sessions for new staff and Providers in the follow on contract, including required re-training every fiscal year.

Section 3-D – Project Work Plan- Separation of Responsibilities

2.1.5,D; 2.5.1,A,d; 3.15.1.3.

Describe your approach to maintaining a separation of responsibilities provided under any contract award is independent of other services or missions of the Contractor and network service providers.

Respond to question below in the space provided.



Name of Respondent: Texas Pregnancy Care Network

Part I, Section 3-D. Response

TPCN was founded ten years ago specifically for the purpose of securing the rights to administer the Texas Alternative to Abortion Services Program. It has twice successfully procured the Program, and is now in its third procurement process. To date, this Program is the only program that TPCN operates because the Program is the only Texas program that fits TPCN's mission. Thus, while separation of responsibilities is important in every circumstance, it is less of a challenge for TPCN due to its singularity of purpose.

TPCN does conduct some minimal activities that are either not related to the administration of the Program or are non-reimbursable under federal and state rules (including preparation of this RFP). TPCN staff are trained in these matters, and separately track the minimal time spent on these activities. Their time attributed to these activities is reimbursed from private dollars. Additionally, any non-reimbursable Program expenses are tracked and funded by private dollars.

TPCN's Providers are trained specifically on separation of reimbursable and non-reimbursable Program services. This training occurs for each Provider prior to any counselor/educator providing services, and is repeated each year prior to the start of the new fiscal year. One of the separation requirements, spiritual services, was discussed in-depth above in Part I, Section 3-C. In addition to this training, Providers are trained on other non-reimbursable services, including medical services, abstinence education, and program services for persons that do not meet the eligibility criteria of the Program. Providers are instructed to track reimbursable services down the minute of service provided so as to ensure the greatest accountability of taxpayer dollars. Each time Providers submit an invoice for reimbursable services to TPCN, the counselor/educator signs and certifies the following:

- "1. Everything you have indicated on this invoice is accurate, and reflects the services you actually delivered in support of the client.
2. No spiritual services of any kind were included within the services you're invoicing for.
3. You provided these services personally, and are not submitting this invoice on behalf of anyone else.
4. You are not billing for services that are somehow paid for by another source.
5. You know of no issues, including expiration of your background clearances, client ineligibility, or noncompliance with Program rules, that would otherwise prohibit reimbursement for these services."

Training is the key to ensuring separation rules are understood and followed. TPCN invests significant time and effort in training both its employees, as well as counselors/educators of Providers to ensure that they are 100% accountable for only billing for reimbursable Program services.

Section 3-E – Project Work Plan- Management of the Network of Service Providers

2.1.5,E; 2.1.1.1; 2.5.1,A,e; 3.15.1.3.

Describe your approach to management of the network of service providers

Respond to question below in the space provided.



Part 1, Section 3-E. Response

Once Providers go through the rigorous onboarding and Program training process, TPCN continues to provide ongoing management, education and support. TPCN contracts with its Providers on a fee-for-services basis, and the legal relationship is that of prime contractor/subcontractor.

Under the fee-for-services contract, money is not ‘given’ to the Providers. Rather, it is always *earned*, on the basis of specific support rendered to actual clients served. This performance-driven system rewards Providers who reinvest their Program reimbursements into new reimbursable services—a cycle that benefits the clients most. Repeatedly, TPCN has observed Providers expand their services, or open new locations altogether, in order to serve more women, in order to earn more reimbursements. When more services are added, the women and families of Texas win.

The prime contractor/subcontractor relationship allows the Providers to do what they do best, which is care for their clients, while leaving TPCN to handle the statewide Program administration, education, and outreach.

Once trained, Providers are ready to deliver services. Providers bill TPCN and are reimbursed for specific support provided to actual clients, categorized generally as counseling/mentoring; referrals; education classes; and materials assistance.

The minimum rates for reimbursement starting on June 1, 2016 will be: \$1.15 per minute for counseling/mentoring time; \$1.15 per minute for referral time; \$23.00 per client per hour of education class; and \$11.50 per visit for materials assistance (capped at 23 visits per pregnancy). TPCN is utilizing the same reimbursement rates as the current Fiscal Year 2016 contract, but with a nominal five percent increase in rates. This increase in reimbursement rates is still significantly less than the Bureau of Labor Statistic’s calculation of inflationary increases since the Program’s inception.

TPCN uses the BriteWorks Pregnancy System to manage its network of Providers. This system uses state-of-the-art technology to ensure program accountability and compliance. The system is licensed from TruthWorks, LLC, and provides everything necessary to operate a state funded Alternative to Abortion program, including forms, manuals, technology, and reports accessible through a highly secure web-based online platform and database. Each counselor/educator has a unique login and password to access their account. Counselors/educators complete and sign tablet-based billing forms when the client is present, and the client signs a tablet computer to verify services were delivered. The completed counselor/educator forms serve as monthly invoices from the Providers. TPCN reviews, monitors, and processes the forms daily, collecting demographic and Program data. Monthly, TPCN then forwards to HHSC an invoice for reimbursement, together with a Monthly Financial Report that breaks down the costs as:

- Client Services Reimbursement,
- Administrative Expenses, and
- Statewide Information, Outreach, Education, and Referral Programs and Services expenditures.

Each client is assigned a unique client identifier by BriteWorks PS after entering minimal client demographics into the system. The client’s social security number is not requested or utilized by BriteWorks PS. Two forms are required for the billing system: one is akin to an intake form, and is signed by the client who receives services, to confirm that an actual person received services on the date indicated by the invoice; the second form, the invoice, is completed, signed, and sent to TPCN by the Provider staff person who personally served the client.



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TPCN provides real time technical support to the more than 750 counselors educators that access the BriteWorks system. Counselors/educators and managers can call TPCN during normal business hours for help and support with the BriteWorks system. They can also send secure messages to TPCN around the clock for help and support.

Another key component to management of the Provider network is TPCN's annual and regional conferences held for Providers. TPCN's annual conference is an opportunity for Providers to bring their counselors and educators together for a few days to receive education and training from renowned experts in delivery of client services. TPCN offers Continuing Education Units for licensed counselors in attendance. The annual conference also provides an opportunity for Providers to get to know others providing services in the Program and exchange best practices. TPCN conducts satisfaction surveys of attendees, and has received a rating of 4.8 on a 5.0 scale the last two years.

Regional conferences are primarily networking events of a few hours in a regional area so that Providers can find solutions to regional issues they are facing. In the Spring, TPCN will be hosting a series of regional conferences in different HHSC regions so that Providers in those areas can get together to network and tackle regional issues.

TPCN has ten years of experience in managing its network of Providers to ensure that the Program is delivering the highest quality of services to clients. TPCN will continue to utilize these proven methods in the coming years of the contract.

Section 3-F – Project Work Plan- Oversight of Service Providers

2.1.1.; 2.1.4.; 2.1.5,F; 2.5.1,A,f; 3.15.1.3.

Describe your approach to oversight of service providers to ensure the quality of the services provided and compliance with requirements of the program.

Respond to question below in the space provided.



Name of Respondent: Texas Pregnancy Care Network

Part 1, Section 3-F. Response

TPCN's commitment to administering a statewide program that is accountable to the public is reflected in the resources it invests in its quality control, evaluation, training, and monitoring efforts. More than half of TPCN's staff are dedicated full-time to achieving and maintaining accountability. Ongoing monitoring for accountability begins as soon as a new Provider begins services, and occurs on a daily, monthly, and annual basis.

Daily, TPCN manually inspects invoices submitted by counselor/educators in real time, scrutinizing them for errors, irregularities, or non-compliance. TPCN's full-time Quality Control Manager is dedicated to this task. She will routinely negate non-compliant invoices prior to reimbursement, and contact the submitting counselor/educator for retraining.

Additionally, on a continuous and ongoing basis, Program Compliance Managers scrutinize every signature submitted by clients and counselors in BriteWorks for billing purposes to ensure that the client was actually present for in-person billed services, and that program rules and policies were followed in completing the forms. Forms found to contain errant signatures are marked for negation and a deduction of reimbursable amounts.

Monthly, TPCN reviews Provider performance to detect areas of service in need of continuation training. This review is conducted by TPCN's Program Services Manager, and she also provides ongoing Program training as necessary.

Annually, every Provider receives an in-person Annual Monitoring by TPCN. At the Annual Monitoring, the physical facilities are again closely inspected; management is interviewed to alert TPCN to changes to corporate and organizational policies; and background check files are matched with dates entered into BriteWorks. Annual monitoring of Providers for this fiscal year is already underway and will continue through April 2016.

If any of the above compliance methods yields instances of non-compliance, those instances are reported, and TPCN deducts the value of those services from the Service's Provider's reimbursement. If excessive deductions are recorded for a Provider, the Provider is scheduled for an over the phone or in-person retraining by TPCN. If a retraining does not reduce the amount of Provider errors, the Provider's contract will be suspended or terminated.

TPCN will continue to utilize its extensive and proven oversight and compliance methods for its Provider network to ensure that the Program is utilizing taxpayer dollars in the most efficient and effective manner in the coming years.

Section 3-G – Continuous Network Development Plan

2.5.1,B; 3.15.1.3.

Describe your approach to continuous development of the network including but not limited to:

- A. Screening;
- B. Orientation;
- C. Training;



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D. Monitoring;

E. Corrective Action; and

F. Termination.

Be specific, as to process and scope of the activity being provided.

Respond to question below in the space provided.



Part I, Section 3-G. Response

As prime contractor, TPCN will again be the administrator of the Program's statewide operations, providing centralized administration, education, and outreach. Client services will be subcontracted to TPCN's Providers. Services will include core services of counseling, mentoring, and education, together with support services including materials assistance and referrals to other services, when appropriate. In TPCN's experience, these are the services that help women choose childbirth rather than abortion.

Administering the statewide Program begins with screening, evaluating, approving, and contracting with Providers, who in turn deliver client services.

Women experiencing a crisis or otherwise challenging pregnancy are in need of support, not judgment or political persuasion. By adhering to its Provider Selection Process, described below, TPCN has a demonstrable record of identifying and subcontracting with compassionate, client-centered Providers.

The Provider Selection Process is as follows: Once a potential provider expresses interest to TPCN in participating in the Program, the organization is preliminarily asked whether it is aligned with the Program. The Alignment Survey confirms that the organization:

- Has been providing pregnancy support and education services to clients for at least one year;
- Is a registered 501(c)3 tax exempt organization;
- Promotes childbirth rather than abortion in its response to a difficult or unexpected pregnancy;
- Is not associated with any entity (physically, financially, legally, or via common management or shared employees) that promotes, refers, or provides for abortion services;
- Agrees not to promote, refer, or provide abortions or abortifacient contraceptives to clients;
- Does not charge fees to clients for its Program services;
- Agrees that spiritual counseling services will be provided by a different counselor than the one delivering reimbursable Program services (for faith-based organizations);
- Maintains policies and procedures protecting client confidentiality;
- Maintains policies and procedures ensuring clients know how to express grievances regarding the quality of services they have received;
- Agrees to have all staff and volunteers undergo annual criminal background and child abuse checks;
- Maintains insurance policies for general liability, automobile, and workers compensation;
- Maintains a policy of nondiscrimination, providing services to clients regardless of race, color, religion, national origin, gender, age, disability, and any other protected status; and
- Agrees to maintain a policy ensuring services delivery to persons of limited English capabilities.

If the potential Provider meets the minimum requirements, it is then invited to complete a comprehensive Full Evaluation Checklist, and send it together with responsive documents to TPCN for review. Among the documents reviewed are:



Name of Respondent: Texas Pregnancy Care Network

- Proof of IRS 501(c)3 tax-exempt status, with federal tax number;
- Three years of Internal Revenue Service's Forms 990
- The organization's file-stamped Articles of Incorporation;
- The organization's Bylaws;
- Proof of the organizations good standing with the Secretary of State;
- A list of Board of Directors members, or of an equivalent governing body;
- The organization's client services Policies and Procedures Manual, which must include proof of Board approval and regular review, and must contain key client policies such as confidentiality, privacy, limited English proficiency, and non-discrimination;
- Staff diplomas evidencing degreed training in social services or nursing, or otherwise training materials in pregnancy counseling/mentoring skills; and
- Proof of general liability insurance for locations where services are rendered, as well as automobile and workers compensation insurance.

If all of the above and additional evaluation criteria are met, TPCN conducts a visit of the physical locations where Program services would be delivered. The facilities are inspected to ensure that they offer safe and confidential areas for client services. The location must be handicapped-accessible or provide reasonable accommodations for disabled persons.

TPCN will not give final approval to an organization if other requirements to ensure quality services are not met. For example, TPCN does not approve of misleading practices or services descriptions, nor the use of client education materials that are unsubstantiated, inaccurate, judgmental, political, or out of date.

New Program Providers are trained in person as described in Section 3C above and monitored in accordance with Section 3F.

By following the Provider Selection process, TPCN has subcontracted with an impressive and diverse network of organizations throughout Texas. Among the Program's Providers are:

- an emergency maternity shelter;
- maternity homes and residential care facilities;
- social service agencies that provide case management by licensed social workers;
- pregnancy support centers that offer crisis mentoring, education classes, and materials support both during and after pregnancy;
- birth doula organizations that specialize in education and support during childbirth; and
- licensed adoption agencies that help clients decide between parenting and adoption.

TPCN will diligently continue to develop its network of Providers by continuing to screen, orientate, train, and monitor new potential providers that can meet the strenuous requirements of the Program.



Name of Respondent: Texas Pregnancy Care Network

Section 3-H – Continuous Network Development Plan

2.1.3.; 2.5.1,C; 3.15.1.3.

Describe your approach to continuous development of the network including but not limited to demographics that target increased services to areas where concentration of potentially eligible population indicate greatest need and to provide coverage in each county.

- A. Public Awareness;
- B. Developing and maintaining Program specific website;
- C. Developing and procuring informational materials; and
- D. Ensuring services and materials are available in to clients with limited English proficiency.
- E. Demographics that target services to ;

Be specific, as to process and scope of the activity being provided.

Respond to question below in the space provided.



Part I, Section 3-H. Response

To assist them with their clients, TPCN sends to its Providers educational materials purchased or developed by TPCN, and approved by HHSC.

Recent materials provided include *So I Was Thinking About Adoption ... Consider Your Choices* by American Carriage House Publishing, *Understanding Breastfeeding PowerPoint Curriculum* by Injoy Video, and *How to Raise Emotionally Healthy Children DVD* (in English and Spanish) by Injoy Video.

In the next phase of the contract, TPCN will continue to purchase and develop educational materials that meet the highest quality standards. Materials must be relevant and timely, and health-related discussions include citations to legitimate sources, such as the Centers for Disease Control, peer-reviewed literature, etc. Spanish versions of materials are purchased when available. TPCN does not purchase or develop materials that are political, judgmental, or that contain spiritual or religious content.

Outreach is a critical component of effective social services programming, particularly in a statewide program. In the past and going forward, TPCN's outreach efforts are aimed at reaching two audiences: professionals who are likely to refer clients to Program Providers; and the clients themselves.

TPCN reaches professionals primarily by hosting a community outreach booth at human services conferences throughout Texas. There, TPCN educates social workers, teachers, and similar professionals about the Program, since these professionals are often the first to encounter women enduring difficult pregnancies. Professionals who know about and trust the Program then feel comfortable including TPCN and its Providers on their lists of referral agencies.

Since the last Request for Proposal in 2009, TPCN has educated more than 7,350 Texas professionals likely to encounter potential clients about the Program by attending statewide conferences hosted by the Texas Behavioral Health Institute, Texas School Social Workers, Texas School Nurses Organization, and similar professional organizations. TPCN plans to attend these same conferences in the follow-on contract, while always looking for new forums to introduce the Program to the public.

For outreach intended at reaching potential clients, TPCN actively promotes www.texaspregnancy.org as the entry point to the Program. The primary goal of the website is to encourage potential clients to find help in their community. The landing page allows clients to "Find Help Near You", which allows clients to find Providers nearest to them by entering their zip code. The website also contains supportive comments designed to let them know that help is available to them during a difficult pregnancy. Since the last Request for Proposal in 2009, more than 1.25 million unique visits have been made to texaspregnancy.org. In FY 2016, TPCN will create several enhancements to the existing outreach website.

TPCN has conducted several outreach media campaigns designed to make the public aware of the Program and texaspregnancy.org. The outreach has included English and Spanish language television and radio commercials, billboards, and online outreach campaigns. Online ads appeared to registered users of the networking site who fit the target demographic and who live near Providers (according to zip codes). Clicking on the ads bring the visitors directly to the zip code locator page of the texaspregnancy.org outreach website. During its outreach campaigns, TPCN sees significant increases in visitors to texaspregnancy.org, as well as increases in potential clients searching for local Providers. For example, during the last statewide billboard campaign, TPCN saw a 70% increase in web sessions on TPCN's website, and a 204% increase in searches for Providers.



Name of Respondent: Texas Pregnancy Care Network

If awarded the contract, TPCN will conduct outreach campaigns as it has done in the past. The outreach will include the most successful outreach campaigns conducted in the past, as well as new campaigns. The campaigns will both target statewide coverage, but with additional emphasis on areas that have the highest rates of abortion, according to DSHS statistics. TPCN also anticipates new campaigns that specifically encourage adoption as a viable option to a crisis pregnancy. All outreach advertising will be approved by HHSC prior to use in any campaign.

TPCN will also conduct direct mail marketing with an information campaign to educators and nurses at high schools and colleges throughout Texas, introducing them to the available services. Many of these professionals are the first to encounter women in need of support during pregnancy.

TPCN understands the very important roles of public outreach and client education to the success of the Program. TPCN has a ten year history of testing various outreach efforts and will continue its HHSC-approved advertising campaigns that target clients-in-need on a statewide basis, with a special emphasis on those areas with the highest abortion rates. TPCN will also continue to educate thousands of professionals likely to encounter potential clients about the resources of the Program. Finally, TPCN will continue to ensure that the educational pieces available to clients are of the highest quality, and provide the help and information most needed.

Section 4 – Value-added Benefits

3.15.1.4.

Describe any services or deliverables not required by the RFP that the respondent proposes to provide at no additional cost to HHSC. Respondents are not required to proposed value-added benefits, but inclusion of such benefits that enhance services under the RFP for clients or HHSC may result in a more favorable evaluation.

Respond to question below in the space provided.

Part 1, Section 4, Response

Although not required by the RFP, TPCN will continue to provide value-added benefits to the Texas Alternative to Abortion Services Program. Foremost among these is the formal non-profit management consulting TPCN provides to its Providers. Organizations approved as Providers enjoy a continuing opportunity to improve their operations and client services due to their access to TPCN's expertise in non-profit management. TPCN has been recognized for having met the highest standards of non-profit operations. This expertise is in turn passed along to the Providers both through the initial participation standards and ongoing correspondence and consulting provided by TPCN, at no charge to the Provider or the Program.



Name of Respondent: Texas Pregnancy Care Network

Section 5 – Assumptions

3.15.1.5.

State any business, economic, legal, programmatic, or practical assumptions that underlie the respondent's response to the Business Proposal. HHSC reserves the right to accept or reject any assumptions. All assumptions not expressly identified and incorporated into the contract resulting from this RFP are deemed rejected by HHSC.

Respond to question below in the space provided.

Part 1, Section 5, Response

This proposal of services by TPCN is based on the following assumptions:

- 1) That through this procurement, notwithstanding Question and Answer Addendum, Answer to Q1, HHSC seeks to continue a program with the stated purpose of promoting childbirth rather than abortion to women who are pregnant and may be undecided about whether or not to have the child, as intended by the Texas Legislature, Section 50 Special Provisions Article II, S.B.1 (The General Appropriations Act) 79th Legislature, 2005, and subsequently implemented in in all fiscal years since through the HHSC contracts with TPCN; and
- 2) That if awarded the contract, TPCN will be notified of the award tentatively on or before February 12, 2016, and contract execution will occur no later than February 29, 2016, in order for the necessary preparations to be made for services to begin without delay on June 1, 2016; or alternatively, that the current contract with TPCN will be extended until the new contract execution can take place;
- 3) That the requirement of Section 2.1.1.A. that the Contractor is not located at the same physical location or within 1,000 feet of an abortion-services provider or affiliate does not apply to subcontractors; and
- 4) That HHSC will review and approve all Program educational materials purchased with Program funds, but that Contractor (and not HHSC) shall continue to review and approve educational materials provided by subcontractors and used in conjunction with Program services to ensure such materials are in compliance with subcontractor's contract with Contractor.



Performance Template

Attachment A-1 - RFP Contract Exhibit G2

This template is intended to describe the services the respondent proposes to provide during Fiscal Years 2016 and 2017 and to indicate the respondents' estimate of the volume of services that will be provided, especially the number of persons to be served. The template indicates and quantifies what the state can expect to receive for the funding available.

Describe the strategies you intend to use to deliver services. Include a full description of the strategy and the key outcomes of that strategy, including where appropriate, the number of people served. The performance template should be consistent with the budget template in that it should generally reflect the vendor's planned use of available funds as shown in the budget template. If in some instances you intend to pursue strategies and show outcomes in the performance template that would not appear to relate to Attachment B, Cost Proposal Budget add clarifying footnotes as necessary. Some possible examples are provided in the Example Table below.

- Provide one completed performance template for balance of Fiscal Year 2016 (June 1, 2016 – August 31, 2016).
- Provide one completed performance template for Fiscal Year 2017 (September 1, 2016 – August 31, 2017).

Example-Table:

Fiscal Year 2016 Performance Template	
Deliverable	Outreach
Description of Strategy	Development of Billboards
Key Outcomes	X number of billboards within x HHS regions
Measures	Increase in website hits in targeted regions
Deliverable	Client Services
Description of Strategy	Non-medical goods
Key Outcomes	X number of clients received x diapers
Measures	Increase in donations or distribution of diapers
Deliverable	Program Administration
Description of Strategy	Subcontract monitoring
Key Outcomes	X numbers of subcontractors monitored in x month
Measures	Increase in subcontractor monitoring by desk/on site reviews.



NOTE: Respond by completing and returning this attachment with RFP response. Add additional rows to each fiscal year as needed to cover the entire Respondent's proposed deliverables.

Fiscal Year 2016 Performance Template	
Deliverable	Centralized Statewide Information, Outreach, Education and Referral Services
Description of Strategy	Provide outreach website at www.texaspregnancy.org
Key Outcomes	The number of unique visitors to website will be reported
Measures	The effectiveness of other outreach methods to educate the public about the Program and encourage potential clients to search for Providers in their area
Deliverable	Centralized Statewide Information, Outreach, Education and Referral Services
Description of Strategy	Provide Community Outreach by attending Meetings of Professional Organizations
Key Outcomes	At least 750 professionals will be educated on the Program
Measures	The number of school nurses, school counselors, and other professionals who learn about the Program and are able to refer potential clients to its services.
Deliverable	Centralized Statewide Information, Outreach, Education and Referral Services
Description of Strategy	Identify and provide contracts to social service agencies, pregnancy centers, adoption agencies and maternity homes statewide that offer core services.
Key Outcomes	At least 105 Provider locations will be providing Program services statewide in every HHSC region of the state by the end of the fiscal year.
Measures	The availability of client services to potential clients in the state.
Deliverable	Client Services in Communities
Description of Strategy	Provide core services consisting of information and counseling/mentoring plus necessary support services and related support services to women during their pregnancy and for 24 months after birth.
Key Outcomes	Approximately 5050 clients will be served by the Program, and reported by client's age and by county.
Measures	The number of clients served in the state.
Deliverable	Client Services in Communities
Description of Strategy	Provide core services consisting of information and counseling/mentoring plus necessary support services and related support services to women during their pregnancy and for 24 months after birth.
Key Outcomes	Clients will make approximately 24,000 visits to Providers, reported by client's age and by county.
Measures	The amount of services provided in the state.
Deliverable	Client Services in Communities
Description of Strategy	Provide information, counseling, and classes on parenting skills.
Key Outcomes	At least 900 clients will attend parenting classes.
Measures	The amount of services provided in the state.
Deliverable	Client Services in Communities
Description of	Provide information, counseling, and classes on parenting skills.



Fiscal Year 2016 Performance Template	
Strategy	
Key Outcomes	At least 2,000 clients will be counseled on parenting skills.
Measures	The amount of services provided in the state.
Deliverable	Client Services in Communities
Description of Strategy	Provide accurate information on adoption.
Key Outcomes	At least 900 clients will be counseled on adoption.
Measures	The amount of services provided in the state.

Fiscal Year 2017 Performance Template	
Deliverable	Centralized Statewide Information, Outreach, Education and Referral Services
Description of Strategy	Provide outreach website at www.texaspregnancy.org
Key Outcomes	The number of unique visitors to website will be reported
Measures	The effectiveness of other outreach methods to educate the public about the Program and encourage potential clients to search for Providers in their area
Deliverable	Centralized Statewide Information, Outreach, Education and Referral Services
Description of Strategy	Provide Community Outreach by attending Meetings of Professional Organizations
Key Outcomes	At least 1500 professionals will be educated on the Program
Measures	The number of school nurses, school counselors, and other professionals who learn about the Program and are able to refer potential clients to its services.
Deliverable	Centralized Statewide Information, Outreach, Education and Referral Services
Description of Strategy	Identify and provide contracts to social service agencies, pregnancy centers, adoption agencies and maternity homes statewide that offer core services.
Key Outcomes	At least 115 Provider locations will be providing Program services statewide in every HHSC region of the state by the end of the fiscal year.
Measures	The availability of client services to potential clients in the state.
Deliverable	Client Services in Communities
Description of Strategy	Provide core services consisting of information and counseling/mentoring plus necessary support services and related support services to women during their pregnancy and for 24 months after birth.
Key Outcomes	Approximately 30,000 clients will be served by the Program, and reported by client's age and by county.
Measures	The number of clients served in the state.
Deliverable	Client Services in Communities
Description of Strategy	Provide core services consisting of information and counseling/mentoring plus necessary support services and related support services to women during their pregnancy and for 24 months after birth.
Key Outcomes	Clients will make approximately 145,000 visits to Providers, reported by client's age and by county.
Measures	The amount of services provided in the state.



Fiscal Year 2017 Performance Template	
Deliverable	Client Services in Communities
Description of Strategy	Provide information, counseling, and classes on parenting skills.
Key Outcomes	At least 5,250 clients will attend parenting classes.
Measures	The amount of services provided in the state.
Deliverable	Client Services in Communities
Description of Strategy	Provide information, counseling, and classes on parenting skills.
Key Outcomes	At least 11,500 clients will be counseled on parenting skills.
Measures	The amount of services provided in the state.
Deliverable	Client Services in Communities
Description of Strategy	Provide accurate information on adoption.
Key Outcomes	At least 5,500 clients will be counseled on adoption.
Measures	The amount of services provided in the state.

Appendix H, Budget Pages:


Exhibit H1, RFP Attachment B, Cost Proposal-Budget FY'16.

Exhibit H2, RFP Attachment B, Cost Proposal Budget FY'17.

Alternatives to Abortion
RFP #529-16-0004
Attachment B - Cost Proposal-Budget

Summary	Contractor <u>Texas Pregnancy Care Network</u>
	Contract No. <u>RFP# 529-16-0004</u>
	Contract Period <u>06/01/16 - 08/31/16</u>

Cost Category	A Grand Total	B Reimbursable	C Other (Match)
(1A) Personnel - Salaries	201,360.00	201,360.00	0.00
(1B) Personnel - Fringe Benefits	74,350.00	74,350.00	0.00
Subtotal	275,710.00	275,710.00	0.00
(2) Travel	8,500.00	8,500.00	0.00
(3) Equipment (Rent/Lease/Purchase)	2,000.00	2,000.00	0.00
(4) Materials, Supplies	4,250.00	4,250.00	0.00
Subtotal	14,750.00	14,750.00	0.00
(5) Other Costs (list below)	536,646.00	536,646.00	0.00
Rent, Insurance			
Consulting, Auditing			
Educational Material Purchase			
Advertising			
(6) Contractual	1,460,394.00	1,460,394.00	0.00
Provider reimbursements			
Subtotal	1,997,040.00	1,997,040.00	0.00
Total Direct Costs	2,287,500.00	2,287,500.00	
Total Indirect Costs (CAP at 10% Total Direct Costs)	0.00	0.00	0.00
Grand Total	2,287,500.00	2,287,500.00	0.00

<p>Certified by:</p> <p style="text-align: center;"></p> <p>Name: John McNamara</p> <p>Title: Executive Director</p> <p>Date: 5/12/2016</p>	
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Summary Narrative-Provide a summary narrative justification of the total proposed costs reflected above:
 See attached Cost Proposal Exhibit A, including a detailed description and justification of costs.

Alternatives to Abortion
RFP #529-16-0004
Attachment B - Cost Proposal-Budget

**Alternatives to Abortion
RFP #529-16-0004
Attachment B - Cost Proposal-Budget**

(1A) Personnel - Salaries

Contractor Texas Pregnancy Care Network

Contract No. RFP# 529-16-0004

Contract Period 06/01/16 - 08/31/16

Position or Title	A #Staff	B Avg. Monthly Salary	C %Time (on contract)	D #Months of Service	E Total AxBxCxD	F Reimbursable	G Other (Match)
Executive Director	1	\$12,000.00	100.00%	3	\$36,000.00	\$36,000.00	\$0.00
Program Director	1	\$8,000.00	100.00%	3	\$24,000.00	\$24,000.00	\$0.00
Accountant	1	\$6,760.00	100.00%	3	\$20,280.00	\$20,280.00	\$0.00
Operations Coordinator	1	\$4,300.00	100.00%	3	\$12,900.00	\$12,900.00	\$0.00
Administrative Assistant	1	\$3,051.67	100.00%	3	\$9,155.00	\$9,155.00	\$0.00
Program Compliance Manager	1	\$5,150.00	100.00%	3	\$15,450.00	\$15,450.00	\$0.00
Program Compliance Manager	1	\$5,150.00	100.00%	3	\$15,450.00	\$15,450.00	\$0.00
Provider Screening Manager	1	\$5,125.00	100.00%	3	\$15,375.00	\$15,375.00	\$0.00
Statewide Quality Control Manager	1	\$5,166.67	100.00%	3	\$15,500.00	\$15,500.00	\$0.00
Program Services Manager	1	\$5,166.67	100.00%	3	\$15,500.00	\$15,500.00	\$0.00
Education Coordinator	1	\$4,000.00	100.00%	3	\$12,000.00	\$12,000.00	\$0.00
Overtime-Administrative Staff					\$0.00	\$0.00	\$0.00
Overtime-Outreach Staff					\$750.00	\$750.00	\$0.00
Unused Portion of Vacation/Personal hours paid					\$9,000.00	\$9,000.00	\$0.00
Total Salaries					\$201,360.00	\$201,360.00	\$0.00

*For monitoring purposes timesheets and payroll data must be kept on file.

**Costs not allowable if already being paid by other sources.

Personnel-Salaries Narrative-Provide a detailed description and justification of costs:
See attached Cost Proposal Exhibit A, including a detailed description and justification of costs.

**Alternatives to Abortion
RFP #529-16-0004
Attachment B - Cost Proposal-Budget**

(2) Travel

Contractor Texas Pregnancy Care Network

Contract No. RFP# 529-16-0004

Contract Period 06/01/16 - 08/31/16

Type of Travel Expense (mileage/food/lodging etc.)	A Total	B Reimbursable	C Other (Match)
Air Travel	\$3,750.00	\$3,750.00	\$0.00
Car Mileage	\$1,700.00	\$1,700.00	\$0.00
Ground Transportation	\$1,150.00	\$1,150.00	\$0.00
Lodging	\$1,150.00	\$1,150.00	\$0.00
Meals	\$750.00	\$750.00	\$0.00
Total Travel	\$8,500.00	\$8,500.00	\$0.00

*For monitoring purposes, receipts and other detailed records must be kept on file.

**Costs not allowable if already being paid by other sources.

Travel Narrative-Provide a detailed description and justification of costs:
See attached Cost Proposal Exhibit A, including a detailed description and justification of costs.

Alternatives to Abortion
RFP #529-16-0004
Attachment B - Cost Proposal-Budget

(3) Equipment	Contractor <u>Texas Pregnancy Care Network</u>
	Contract No. <u>RFP# 529-16-0004</u>
	Contract Period <u>06/01/16 - 08/31/16</u>

Equipment (description and basis of cost)	Method Used (rent/lease/buy)	A Total	B Reimbursable	C Other (Match)
Computers (2)		\$2,000.00	\$2,000.00	\$0.00
Total Equipment		\$2,000.00	\$2,000.00	\$0.00

*For monitoring purposes, receipts and other detailed records must be kept on file.

**All equipment must be tagged and numbered.

**Costs not allowable if already being paid by other sources.

Equipment Narrative-Provide a detailed description and justification of costs:
See attached Cost Proposal Exhibit A, including a detailed description and justification of costs.

Alternatives to Abortion
RFP #529-16-0004
Attachment B - Cost Proposal-Budget

(4) Materials, Supplies

Contractor Texas Pregnancy Care Network

Contract No. RFP# 529-16-0004

Contract Period 06/01/16 - 08/31/16

Materials and Supplies (description)	A Total	B Reimbursable	C Other (Match)
Office Supplies	\$4,250.00	\$4,250.00	\$0.00
Total Materials and Supplies	\$4,250.00	\$4,250.00	\$0.00

*For monitoring purposes, receipts and other detailed records must be kept on file.
 **Costs not allowable if already being paid by other sources.

Materials, Supplies Narrative-Provide a detailed description and justification of costs:
See attached Cost Proposal Exhibit A, including a detailed description and justification of costs.

**Alternatives to Abortion
RFP #529-16-0004
Attachment B - Cost Proposal-Budget**

(5) Other Costs

Contractor Texas Pregnancy Care Network

Contract No. RFP# 529-16-0004

Contract Period 06/01/16 - 08/31/16

Other Costs (description and basis of cost)	A Total	B Reimbursable	C Other (Match)
Rent	\$17,818.00	\$17,818.00	\$0.00
Equipment Service Contracts	\$315.00	\$315.00	\$0.00
Professional Development	\$2,000.00	\$2,000.00	\$0.00
Consulting: IT, Legal, Accounting	\$7,500.00	\$7,500.00	\$0.00
Auditing	\$16,950.00	\$16,950.00	\$0.00
Postage/Shipping	\$375.00	\$375.00	\$0.00
General Liability Insurance	\$0.00	\$0.00	\$0.00
Directors and Owners Liability Insurance	\$0.00	\$0.00	\$0.00
Dues and Subscriptions	\$0.00	\$0.00	\$0.00
Educational Materials for Providers	\$261,500.00	\$261,500.00	\$0.00
Advertising	\$200,000.00	\$200,000.00	\$0.00
Website Hosting & Improvements	\$300.00	\$300.00	\$0.00
Telecommunications & Internet Expenses	\$1,500.00	\$1,500.00	\$0.00
Community Awareness Costs	\$0.00	\$0.00	\$0.00
Billing System License Fee	\$15,000.00	\$15,000.00	\$0.00
Billing System Data Management Fee	\$3,188.00	\$3,188.00	\$0.00
Billing System Programming	\$7,500.00	\$7,500.00	\$0.00
Training	\$1,750.00	\$1,750.00	\$0.00
Meetings and Seminars	\$0.00	\$0.00	\$0.00
Job Advertising, Employee Screening	\$950.00	\$950.00	\$0.00
Software Purchases/Upgrades	\$0.00	\$0.00	\$0.00
Total Other Costs	\$536,646.00	\$536,646.00	\$0.00

*For monitoring purposes, receipts and other detailed records must be kept on file.

**Costs not allowable if already being paid by other sources.

Other Costs Narrative-Provide a detailed description and justification of costs:
See attached Cost Proposal Exhibit A, including a detailed description and justification of costs.

Alternatives to Abortion
RFP #529-16-0004
Attachment B - Cost Proposal-Budget

(6) Contractual Costs

Contractor Texas Pregnancy Care Network

Contract No. RFP# 529-16-0004

Contract Period 06/01/16 - 08/31/16

Contractual Costs (description and basis of cost)	A Total	B Reimbursable	C Other (Match)
Provider Reimbursements Jun-August	\$1,460,394.00	\$1,460,394.00	\$0.00
Total Other Costs	\$1,460,394.00	\$1,460,394.00	\$0.00

*For monitoring purposes, receipts and other detailed records must be kept on file.

**Costs not allowable if already being paid by other sources.

Contractual costs are costs that will be paid to subcontracted direct client service providers with whom Prime Contract will contract.

Contractual Costs Narrative-Provide a detailed description and justification of costs:
See attached Cost Proposal Exhibit A, including a detailed description and justification of costs.

Alternatives to Abortion
Exhibit H2 RFP #529-16-0004-Contract Update May 2016
Attachment B - Cost Proposal-Budget

Summary

Contractor Texas Pregnancy Care Network

Contract No. RFP# 529-16-0004

Contract Period 09/01/16 - 08/31/17

Cost Category	A Grand Total	B Reimbursable	C Other (Match)
(1A) Personnel - Salaries	704,000.00	704,000.00	0.00
(1B) Personnel - Fringe Benefits	312,360.00	312,360.00	0.00
Subtotal	1,016,360.00	1,016,360.00	0.00
(2) Travel	71,750.00	71,750.00	0.00
(3) Equipment (Rent/Lease/Purchase)	11,500.00	11,500.00	0.00
(4) Materials, Supplies	6,000.00	6,000.00	0.00
Subtotal	89,250.00	89,250.00	0.00
(5) Other Costs (list below)	1,033,623.00	1,033,623.00	0.00
Rent, Insurance			
Consulting, Auditing			
Educational Material Purchase			
Advertising			
(6) Contractual	7,010,767.00	7,010,767.00	0.00
Subtotal	8,044,390.00	8,044,390.00	0.00
Total Direct Costs	9,150,000.00	9,150,000.00	0.00
Total Indirect Costs (CAP at 10% Total Direct Costs)	0.00	0.00	0.00
Grand Total	9,150,000.00	9,150,000.00	0.00

Certified by: _____

Name: _____

Title: _____

Date: _____

Summary Narrative-Provide a summary narrative justification of the total proposed costs reflected above: **See**
 attached Cost Proposal Exhibit A, including a detailed description and justification of costs.

Alternatives to Abortion
Exhibit H2 RFP #529-16-0004-Contract Update May 2016
Attachment B - Cost Proposal-Budget

Alternatives to Abortion
RFP #529-16-0004
Attachment B - Cost Proposal-Budget

(1A) Personnel - Salaries

Contractor Texas Pregnancy Care Network

Contract No. RFP# 529-16-0004

Contract Period 09/01/16 - 08/31/17

Position or Title	A #Staff	B Avg. Monthly Salary	C %Time (on contract)	D #Months of Service	E Total AxBxCxD	F Reimbursable	G Other (Match)
Executive Director	1	\$10,250.00	100.00%	12	\$123,000.00	\$123,000.00	\$0.00
Program Director	1	\$6,666.67	100.00%	12	\$80,000.00	\$80,000.00	\$0.00
Accountant	1	\$6,000.00	100.00%	12	\$72,000.00	\$72,000.00	\$0.00
Operations Coordinator	1	\$3,833.33	100.00%	12	\$46,000.00	\$46,000.00	\$0.00
Administrative Assistant	1	\$3,250.00	100.00%	12	\$39,000.00	\$39,000.00	\$0.00
Program Compliance Manager	1	\$4,666.67	100.00%	12	\$56,000.00	\$56,000.00	\$0.00
Program Compliance Manager	1	\$4,666.67	100.00%	12	\$56,000.00	\$56,000.00	\$0.00
Provider Screening Manager	1	\$4,666.67	100.00%	12	\$56,000.00	\$56,000.00	\$0.00
Statewide Quality Control Manager	1	\$4,833.33	100.00%	12	\$58,000.00	\$58,000.00	\$0.00
Program Services Manager	1	\$4,833.33	100.00%	12	\$58,000.00	\$58,000.00	\$0.00
Education Coordinator	1	\$3,750.00	100.00%	12	\$45,000.00	\$45,000.00	\$0.00
Overtime-Administrative Staff					\$1,000.00	\$1,000.00	\$0.00
Overtime-Outreach Staff					\$5,000.00	\$5,000.00	\$0.00
Unused Portion of Vacation/Personal hours paid					\$9,000.00	\$9,000.00	\$0.00
Total Salaries					\$704,000.00	\$704,000.00	\$0.00

*For monitoring purposes timesheets and payroll data must be kept on file.

**Costs not allowable if already being paid by other sources.

Personnel-Salaries Narrative-Provide a detailed description and justification of costs:
See attached Cost Proposal Exhibit A, including a detailed description and justification of costs.

**Alternatives to Abortion
RFP #529-16-0004
Attachment B - Cost Proposal-Budget**

**Alternatives to Abortion
RFP #529-16-0004
Attachment B - Cost Proposal-Budget**

(1B) Personnel - Fringe Benefits

Contractor Texas Pregnancy Care Network

Contract No. RFP# 529-16-0004

Contract Period 09/01/16 - 08/31/17

Type of Fringe Benefits	A Total	B Reimbursable	C Other (Match)
Employer's Portion of Social Security	\$43,500.00	\$43,500.00	\$0.00
Employer's Portion of Medicare	\$10,200.00	\$10,200.00	\$0.00
Unemployment Compensation Insurance	\$2,400.00	\$2,400.00	\$0.00
State Unemployment	\$1,475.00	\$1,475.00	\$0.00
Retirement Plan (Simple IRA)	\$21,030.00	\$21,030.00	\$0.00
Health Insurance	\$205,850.00	\$205,850.00	\$0.00
Dental, Short & Long Term Disab, Life Insurance	\$27,905.00	\$27,905.00	\$0.00
Total Fringe Benefits	\$312,360.00	\$312,360.00	\$624,720.00

*For monitoring purposes payroll data must be kept on file.

**Costs not allowable if already being paid by other sources.

**Personnel-Fringe Benefits Narrative-Provide a detailed description and justification of costs:
See attached Cost Proposal Exhibit A, including a detailed description and justification of costs.**

Alternatives to Abortion
RFP #529-16-0004
Attachment B - Cost Proposal-Budget

(2) Travel

Contractor Texas Pregnancy Care Network
Contract No. RFP# 529-16-0004
Contract Period 09/01/16 - 08/31/17

Type of Travel Expense (mileage/food/lodging etc.)	A Total	B Reimbursable	C Other (Match)
Air Travel	\$30,500.00	\$30,500.00	\$0.00
Car Mileage	\$10,000.00	\$10,000.00	\$0.00
Ground Transportation	\$10,750.00	\$10,750.00	\$0.00
Lodging	\$15,500.00	\$15,500.00	\$0.00
Meals	\$5,000.00	\$5,000.00	\$0.00
Total Travel	\$71,750.00	\$71,750.00	\$0.00

*For monitoring purposes, receipts and other detailed records must be kept on file.

**Costs not allowable if already being paid by other sources.

Travel Narrative-Provide a detailed description and justification of costs:
See attached Cost Proposal Exhibit A, including a detailed description and justification of costs.

Alternatives to Abortion
RFP #529-16-0004
Attachment B - Cost Proposal-Budget

(3) Equipment	Contractor <u>Texas Pregnancy Care Network</u>
	Contract No. <u>RFP# 529-16-0004</u>
	Contract Period <u>09/01/16 - 08/31/17</u>

Equipment (description and basis of cost)	Method Used (rent/lease/buy)	A Total	B Reimbursable	C Other (Match)
Computers (4)		\$5,000.00	\$5,000.00	\$0.00
Printer		\$6,500.00	\$6,500.00	\$0.00
Total Equipment		\$11,500.00	\$11,500.00	\$0.00

*For monitoring purposes, receipts and other detailed records must be kept on file.

**All equipment must be tagged and numbered.

**Costs not allowable if already being paid by other sources.

Equipment Narrative-Provide a detailed description and justification of costs:
See attached Cost Proposal Exhibit A, including a detailed description and justification of costs.

**Alternatives to Abortion
RFP #529-16-0004
Attachment B - Cost Proposal-Budget**

(4) Materials, Supplies

Contractor Texas Pregnancy Care Network

Contract No. RFP# 529-16-0004

Contract Period 09/01/16 - 08/31/17

Materials and Supplies (description)	A Total	B Reimbursable	C Other (Match)
Office Supplies	\$6,000.00	\$6,000.00	\$0.00
Total Materials and Supplies	\$6,000.00	\$6,000.00	\$0.00

*For monitoring purposes, receipts and other detailed records must be kept on file.

**Costs not allowable if already being paid by other sources.

Materials, Supplies Narrative-Provide a detailed description and justification of costs:
See attached Cost Proposal Exhibit A, including a detailed description and justification of costs.

Alternatives to Abortion
RFP #529-16-0004
Attachment B - Cost Proposal-Budget

(5) Other Costs

Contractor Texas Pregnancy Care Networ
Contract No. RFP# 529-16-0004
Contract Period 09/01/16 - 08/31/17

Other Costs (description and basis of cost)	A Total	B Reimbursable	C Other (Match)
Rent	\$71,500.00	\$71,500.00	\$0.00
Equipment Service Contracts	\$1,323.00	\$1,323.00	\$0.00
Job Advertising	\$275.00	\$275.00	\$0.00
Employee Screening	\$475.00	\$475.00	\$0.00
Professional Development	\$2,000.00	\$2,000.00	\$0.00
Consulting: IT, Legal, Accounting	\$30,000.00	\$30,000.00	\$0.00
Auditing	\$18,000.00	\$18,000.00	\$0.00
Postage/Shipping	\$1,000.00	\$1,000.00	\$0.00
General Liability Insurance	\$2,150.00	\$2,150.00	\$0.00
Directors and Owners Liability Insurance	\$2,150.00	\$2,150.00	\$0.00
Dues and Subscriptions	\$3,000.00	\$3,000.00	\$0.00
Educational Materials for Providers	\$250,000.00	\$250,000.00	\$0.00
Advertising	\$500,000.00	\$500,000.00	\$0.00
Website Hosting & Improvements	\$5,000.00	\$5,000.00	\$0.00
Telecommunications & Internet Expenses	\$8,000.00	\$8,000.00	\$0.00
Community Awareness Costs	\$5,000.00	\$5,000.00	\$0.00
Billing System License Fee	\$60,000.00	\$60,000.00	\$0.00
Billing System Data Management Fee	\$12,750.00	\$12,750.00	\$0.00
Billing System Programming	\$30,000.00	\$30,000.00	\$0.00
Training	\$2,000.00	\$2,000.00	\$0.00
Meetings and Seminars	\$21,500.00	\$21,500.00	\$0.00
Printing	\$2,500.00	\$2,500.00	\$0.00
Software Purchases/Upgrades	\$5,000.00	\$5,000.00	\$0.00
Total Other Costs	\$1,033,623.00	\$1,033,623.00	\$0.00

*For monitoring purposes, receipts and other detailed records must be kept on file.

**Costs not allowable if already being paid by other sources.

Other Costs Narrative-Provide a detailed description and justification of costs:
See Attached Cost Proposal Exhibit A, including a detailed description and justification of costs.

**Alternatives to Abortion
RFP #529-16-0004
Attachment B - Cost Proposal-Budget**

(6) Contractual Costs

Contractor Texas Pregnancy Care Network

Contract No. RFP# 529-16-0004

Contract Period 09/01/16 - 08/31/17

Contractual Costs (description and basis of cost)	A Total	B Reimbursable	C Other (Match)
Provider Reimbursements Sep-August	\$7,010,767.00	\$7,010,767.00	\$0.00
Total Other Costs	\$7,010,767.00	\$7,010,767.00	\$0.00

*For monitoring purposes, receipts and other detailed records must be kept on file.

**Costs not allowable if already being paid by other sources.

Contractual costs are costs that will be paid to subcontracted direct client service providers with whom Prime Contract will contract

Contractual Costs Narrative-Provide a detailed description and justification of costs:

See attached Cost Proposal Exhibit A, including a detailed description and justification of costs.

Appendix I, Reporting Format

APPENDIX I: REPORTING FORMAT

CONTRACTOR Reporting

Monthly Program Report:

CONTRACTOR shall submit fully and accurately completed Monthly Program Reports in the format prescribed by HHSC. CONTRACTOR must submit the Monthly Program Reports described below no later than the 20th day of the month following the month of service.

- a. At a minimum, the Monthly Program Report shall include but is not limited to:
 1. List of Potential Providers
 2. List of Subcontracted Providers
 3. Vendor Report - to includes deliverables, milestones/accomplishments and planned activities for the upcoming month
 4. Monthly Monitoring Schedule
- b. HHSC will acknowledge receipt and acceptance of the Report. Upon HHSC's request, CONTRACTOR may be asked to provide additional information to the degree or detail necessary to resolve any review, examination or inquiry.

Quarterly Reporting:

- a. CONTRACTOR must submit the Quarterly Program totals for the final numbers for persons receiving services as an Alternative to Abortion client; and number of services provided to clients of the Alternatives to Abortion program, no later than the 12th of the month following the end of the Quarter. The reporting must be final numbers
 1. Quarter 1 - Due on December 12
 2. Quarter 2 - Due on March 12
 3. Quarter 3 - Due June 12
 4. Quarter 4 - Due September 12
- b. Quarterly Status Report are due no later than 45 days after each quarter: January 15, April 15; July 15; and October 15. At a minimum, the Quarterly Status Report shall include but not is limited to:
 1. Detailed report of direct client services provided to eligible population provided during the reporting period (e.g. number of clients served, breakdown of services provided by subcontractor(s), year to date statistics, etc.).
 2. Monitoring efforts employed:
 - Subcontractors monitored;
 - Monitoring activities conducted (e.g., site visit, review of services, use of required etc.);
 - Monitoring results;
 - Findings regarding performance of client service providers;
 - Training needs identified and resulting actions; and
 - Corrective action taken and resolution of any issues.
 3. Report on the Key Outcomes of the deliverables in Attachment A-1, Performance Template (Exhibit E).

Monthly Invoice:

CONTRACTOR shall submit a Monthly Invoice in the format prescribed by HHSC (see Monthly Invoice example) at least 30 days prior to the scheduled due date. CONTRACTOR must ensure that required monthly reports are included with invoice for payment each month. HHSC will process CONTRACTOR

payment upon receipt of approvable monthly reports from the CONTRACTOR. HHSC will return an invoice as incomplete if the CONTRACTOR fails to include required monthly reports or if HHSC rejects the monthly report as incomplete or inaccurate.

Monthly Financial Report:

CONTRACTOR shall submit the Monthly Financial Report in the format prescribed by HHSC (see Monthly Financial Report example) no later than the 20th day of the month following the month of service. It must include:

- A. Monthly and Year to Date totals;
- B. Administrative Cost;
- C. Statewide Information, Outreach, Education and Referral Programs and Services;
- D. Client Services. Amounts must correlate with services and activities included in Monthly Program.

All reporting must be submitted to HHSC in an approved electronic format, such as PDF, Microsoft Word or Excel.

Texas Pregnancy Care Network (TPCN)

INVOICE

Billing Office:

Texas Pregnancy Care Network (TPCN)
1101 S. Capital of Texas Highway
Building K, Suite 250
Austin, TX 78746

Billing Address:

Andrea Costley
Texas Health and Human Services Commission
909 W. 45th Street
Building 555, MC 2010
Austin, TX 78751

Remittance Address:

Texas Pregnancy Care Network
1101 S. Capital of Texas Highway
Building K, Suite 250
Austin, TX 78746

Taxpayer ID No. xx-xxxxxxx

Amounts due may be remitted
by Electronic Funds

To: Business Bank of Texas, N.A.

1910 W. Braker Ln
Building 3, Suite 100
Austin, TX 78758

Routing No. xxxxxxxxxxxxxx**Account:**

Texas Pregnancy Care Network
xxxxxxxxxxxxxxxxxx

Invoice Number: xxxxxxxxxxxxxx

Invoice Date: xxxxxxxxxxxxxx

Due Date: xxxxxxxxxxxxxx

For Professional Services Rendered:

RE:

Contract Number: 529-16-0004

TPCN is submitting this invoice according to the terms of Section VIII of the Agreement between TPCN and HHSC executed on or about May ____, 2016 (attached).

Payment xxxx: Project Admin; Statewide Information, Outreach, Education & Referral Programs & Services and Client Services

Due Date: xxxxxxxxxxxxxx

\$762,500.00

Amount Due

\$762,500.00



Alternatives to Abortion Monthly Financial Report

Contract Number:				HHSC Contract Amount:															
Service Month:																			
Approved Budget	May - 2016	June - 2016	July - 2016	Aug - 2016	Sept - 2016	Oct - 2016	Nov - 2016	Dec - 2016	Jan - 2017	Feb - 2017	March - 2017	April - 2017	May - 2017	June - 2017	July - 2017	Aug - 2017	YTD Expended		
Program Administration																			
Personnel - Salary and Benefits																			
Other Direct Costs																			
Postage/Shipping																			
Dues and Subscriptions																			
Office Expense																			
Postage/Shipping																			
Other:																			
Other:																			
Other:																			
Rent																			
Equipment Services																			
Travel																			
Operations																			
Info, Outreach, Education & Referral																			
Client Services																			
Total Costs																			

Appendix J, FFATA.

APPENDIX J: FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006

The CONTRACTOR must report to HHSC the data elements required by the Federal Funding Accountability and Transparency Act of 2006 ("FFATA") (Pub.L. 109-282) and listed in the Sub-recipient Reporting section below if CONTRACTOR is a Sub-recipient and if one of the exceptions listed below does not apply. CONTRACTOR qualifies as a Sub-recipient if CONTRACTOR receives federal funds via HHSC and is accountable to HHSC for the use of those federal funds. The reporting requirements listed below are based on a guidance issued by the White House Office of Management and Budget (OMB), which took effect on October 1, 2010. The requirements are subject to change by the OMB, and the parties agree that any such changes will be automatically incorporated into this agreement.

If CONTRACTOR is a Sub-recipient, CONTRACTOR will report the following information to HHSC according to the timeframes communicated by the HHSC but no later than the end of the month following the month of the award of a contract with a value of \$25,000 or more (and any modifications that change previously reported data):

(a) Unique Identifier (DUNS number) for the CONTRACTOR and its parent company, if any;

(b) Name of CONTRACTOR;

(c) CONTRACTOR's physical address, including nine-digit zip code and congressional district; and

(d) Address of CONTRACTOR's primary performance location, including nine-digit zip code and congressional district

(4) Sub-recipient Officers' Total Compensation -- According to the timeframes communicated by HHSC but not later than the end of the month following the month of a contract award, and annually thereafter, the CONTRACTOR will report the names and total compensation for each of the five most highly compensated executives for the CONTRACTOR's preceding fiscal year if the CONTRACTOR received:

(a) 80 percent or more of its annual gross revenues from federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(b) \$25,000,000 or more in annual gross revenues from federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

- (c) The public does not have access to information about the compensation of the executives through periodic reports filed under the regulations of the Securities and Exchange Commission or the Internal Revenue Service.

Funds received under the following conditions and/or by the indicated entities are exempt from the reporting requirement, though reports may be made voluntarily:

- (a) Sub-awards with a value of less than \$25,000;
- (b) Funds received by entities with gross incomes of less than \$300,000 in the previous tax year;
- (c) Federal awards to individuals which are unrelated to any business or non-profit organization;
- (d) Funds used to provide monies to classified activities;
- (e) Awards made under the American Reinvestment and Recovery Act (ARRA) 1512;
and
- (f) Cooperative Research and Development Agreements (CDRA's).